

**BEFORE THE TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE
BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

CARL RICK POINTS,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. _____
	)	
ALAN BLEVINS, individually, and	)	
WILLIAMS FUNERAL HOME, INC.,	)	
and POLK MEMORIAL CREMATORY,	)	
	)	
Respondents.	)	

COMPLAINT

Complainant Carl Rick Points submits this Complaint against Respondents Alan Blevins, individually, Williams Funeral Home, Inc., and Polk Memorial Crematory (collectively, "Respondents"). Mr. Points requests a hearing before the Board of Funeral Directors and Embalmers and seeks revocation of Respondents' respective licenses granted under Tenn. Code Ann. § 62-5-101 *et seq.* As grounds for this Complaint, Carl Rick Points states as follows:

INTRODUCTION

The allegations contained herein, all of which are supported by the sworn affidavits of individuals with personal knowledge, constitute outrageous conduct that truly shocks the conscience in a modern society. Respondents' unbecoming conduct tarnishes and threatens the sanctity of a profession in which so much trust is placed by grieving families of deceased loved ones and individuals with wishes for their earthly bodies.

PARTIES

1. Complainant Carl Rick Points ("Mr. Points") is a resident of Maury County, Tennessee and is a former employee of Williams Funeral Home, Inc. Mr. Points is currently employed by Heritage Funeral Home and Crematory Services, LLC which is located at 105 Southeast Parkway, Suite 105, Franklin, Tennessee 37064.

2. Respondent Alan Blevins ("Mr. Blevins") is the owner/operator and registered agent for Williams Funeral Home and Polk Memorial Crematory. Mr. Blevins is currently granted the following state licenses: License No. 2780 as Embalmer; License No. 1181 as Funeral Director; and, License No. 1103 as Preneed Sales Agent.

3. Respondent Williams Funeral Home ("WFH") is a Tennessee corporation, with its principal office located at 2517 Trotwood Avenue, Columbia, Tennessee 38401. WFH is currently granted the following state licenses: License No. 226 as Preneed; and, License No. 769 as an Establishment.

4. Respondent Polk Memorial Crematory ("PMC") is an assumed name of WFH, as recorded with the Secretary of State's Office. PMC is currently granted state License No. 1279 as an Establishment.

STATEMENT OF FACTS

5. Following a fire at WFH on April 17, 2012, Mr. Blevins accepted dead human bodies for cremation services with knowledge that he lacked the proper refrigerated facilities to store these bodies requiring proper refrigeration and not embalming. (See, Aff. of Raymond Dalton Workman, at ¶¶ 3-4).

6. For a time, Mr. Blevins stacked boxes containing putrefying remains in an unrefrigerated back room at PMC. (See, Aff. of Raymond Dalton Workman at ¶ 4).

7. PMC had a refrigeration unit that only held three human bodies. For this reason, Mr. Blevins had an employee move stacks of boxes containing dead human bodies into a small building or barn where they remained for days. The stench of the decomposing bodies was overpowering. (See, Aff. of Raymond Dalton Workman at ¶ 5).

8. On occasion, Mr. Blevins had employees place numerous boxes containing dead human bodies in stacks in a van for the purpose of hiding them from State of Tennessee inspectors. Mr. Blevins retrieved these from a building at Polk Memorial Gardens. (See, Aff. of Raymond Dalton Workman at ¶ 6).

9. Dead human bodies were moved around on what employees called a “church truck.” As many as six or seven boxes with stacked, smoldering bodies were witnessed by an employee. (See, Aff. of Raymond Dalton Workman at ¶ 7).

10. Mr. Blevins routinely substituted cheaper merchandise for merchandise specified in preneed contracts. (See, Aff. of Dale Shelton at ¶ 5; See, Aff. of John D. Oaks at ¶¶ 3.B.).

11. Preened contracts often called for the purchase of Batesville brand caskets, which are generally regarded as the best available. On behalf of WFH, Mr. Blevins purchased and substituted less expensive Southern Craft brand caskets for the Batesville caskets without customers’ knowledge. Mr. Blevins then retained the difference in prices for his personal benefit. (See, Aff. of Dale Shelton at ¶ 5; See, Aff. of John D. Oaks at ¶¶ 3.B., 3.G.; See, Dep. of Mike Andrews, at 13:19-14:15; 23:18-24:9).

12. Mr. Blevins cheated his customers by using names for caskets that were ordinarily employed by Batesville, such as “Primrose.” (See, Aff. of Dale Shelton at ¶ 10).

13. Mr. Blevins ordered cheaper poplar caskets, painted them with a cherry stain, and then sold them as though they were the more expensive cherry wood models without revealing the difference in quality or price to the customers. (See, Aff. of Dale Shelton at ¶ 10).

14. Mr. Blevins purchased inferior caskets from Tetrick in the Tri-Cities area of Tennessee, many of which were damaged and some of which had holes in the welds. Mr. Blevins had a body shop in Mt. Pleasant, Tennessee repair these damages. These cheaper caskets were substituted for more expensive models purchased by families. (See, Aff. of Dale Shelton at ¶ 9; See, Aff. of John D. Oaks at ¶ 3.B.; See, Dep. of Mike Andrews, at 8:21-9:18; 11:8-13:13; 24:15-25:11).

15. Preneed contracts often called for the purchase of Wilbert brand vaults, a superior brand of vaults, or Monticello brand vaults within which to place caskets. Mr. Blevins purchased and substituted Eagle brand vaults for the more expensive vaults without customers' knowledge. To carry out this scheme, Mr. Blevins painted the cheaper vaults and placed liners in them to create the appearance of the more expensive and requested Wilbert brand vaults. Mr. Blevins then retained the difference in costs under the preneed contracts for her personal benefit. (See, Aff. of Dale Shelton at ¶ 6; See, Aff. of John D. Oaks at ¶ 3.C.).

16. From around 1996 to around 2004, Batesville operated a program called "Total Casket Protection." This was a form of insurance intended to insure that the family of a decedent would have the particular casket they had ordered. This often resulted in refunds at the time of delivery, which were to be returned to the purchasing family. Mr. Blevins kept these refunds for his personal benefit rather than tendering the money to the families. (See, Aff. of Dale Shelton at ¶ 8).

17. On multiple occasions, Mr. Blevins accepted checks as payment for funerals, endorsed the checks to himself, and then wrote off the amounts as bad debts without placing the funds in a trust so that they would be available when the need for the funds arose. (See, Aff. of Dale Shelton at ¶ 12; See, Aff. of John D. Oaks at ¶ 3.A.).

18. Mr. Blevins instructed employees to place cash payments for services in an envelope and place that envelope in his desk drawer. (See, Aff. of Dale Shelton at ¶ 12).

19. Mr. Blevins pocketed funds for funerals without placing them in the WFH account and then marked the amounts off as bad debt. (See, Aff. of Dale Shelton at ¶ 15; See, Aff. of John D. Oaks at ¶ 3.A.).

20. Mr. Blevins converted customers' refunds from preneed contracts for his personal benefit rather than refund the customers' money. The prices on the date of death are those charged under preneed contracts. When the funds invested under a preneed contract yielded a return greater than the fair market value of the items purchased and services to be rendered under the contract, Mr. Blevins simply increased the costs in order to keep all the money. Several tactics were used by Mr. Blevins to cheat customers in this regard. (See, Aff. of John D. Oaks at ¶¶ 3.D., 3.E.).

21. Mr. Blevins sent fraudulent documents to Forethought, an Indiana company providing investment vehicles for the deposit of preneed funds, via interstate wire transfer. He did so for the purpose of deceiving customers and depriving families of the refunds to which they were entitled. (See, Aff. of John D. Oaks at ¶ 3.F.).

22. On one occasion, Mr. Blevins accepted a restored 1951 Ford motor vehicle, with an estimated value of between \$20,000 to \$25,000, as a payment-in-kind from a husband and wife for their funerals. No funds were placed in trust for these preneed funerals. The purported price of the two funerals was far less than the estimated value of the motor vehicle. Two contracts were drafted for the funerals and then charged off as bad debt. (See, Aff. of Dale Shelton at ¶ 14).

23. When a competing funeral home generously provided additional space to Respondents for embalming purposes after the fire on April 17, 2012, a WFH employee, Mr. Blevins' assistant, solicited business from a grieving family on the premises of the generous funeral home on the same day that they brought their deceased loved one to that establishment for services. (See, Aff. of Raymond Dalton Workman at ¶ 8).

24. Mr. Blevins knowingly submitted falsified apprenticeship forms to the State of Tennessee on behalf of his daughter, Lauren Ashley Blevins. These falsified documents included quarterly reports and records of time not actually spent with Dale Shelton, with whom she was supposed to have spent time as an apprentice. (See, Aff. of Dale Shelton at ¶ 11).

25. Mr. Blevins customarily purchased soft drinks from Sam's, filled WFH's vending machine with these drinks, and tripled the price for sale to WFH customers and guests. He then routinely took the money from the vending machine and converted coins into paper money, kept all the proceeds for his personal benefit, and never reported the income for sales tax purposes. (See, Aff. of Dale Shelton at ¶ 13; See, Aff. of John D. Oaks at ¶ 3.H.; See, Aff. of Mike Andrews, at 15:10-17:9).

26. After accusing Mr. Points of violating a non-compete agreement, Mr. Blevins instructed an agent of Polk Memorial Gardens to attend the May 8, 2013 burial services of Ms. Lynda Gayle Mavity where Mr. Points was to say a prayer, as previously expressly requested by the deceased, and take a picture. WFH's agent took a photograph of Mr. Points just as the mourning family bowed their heads to pray and just before a family member was to read a passage from the Book of Psalms. The family members witnessed this profoundly disrespectful conduct, and Ms. Mavity's husband cries every night because of what occurred at his beloved wife's funeral during Mr. Points' prayer. (See, Aff. of Randy Loague at ¶ 3).

**GROUND FOR REVOCATION OF LICENSURE UNDER
TENN. CODE. ANN. § 62-5-317**

27. Mr. Blevins is guilty of willfully violating the rules and regulations of the State of Tennessee and local board of health governing the disposition of dead human bodies, as contemplated by Tenn. Code Ann. § 62-5-317(a)(3).

28. Mr. Blevins is guilty of immoral and unprofessional conduct, as contemplated by Tenn. Code Ann. § 62-5-317(a)(4).

29. While Mr. Blevins has not yet been convicted of a felony or crime involving moral turpitude, as contemplated by Tenn. Code Ann. § 62-5-317(a)(2), the evidence suggests that he certainly may be in the near future.

30. Mr. Blevins has knowingly committed fraud and misrepresentation in the conduct of the business of WFH and PMC, the funeral establishment and crematory, as contemplated by Tenn. Code Ann. § 62-5-317(b)(1).

31. Respondents' agent actively solicited a dead human body on the property of another establishment, as prohibited by Tenn. Code Ann. § 62-5-317(b)(3).

32. Mr. Blevins knowingly provided false apprenticeship documentation to the State of Tennessee, which, upon information and belief, resulted in improper licensure of Lauren Ashley Blevins. Said conduct should constitute the aiding and abetting of an unlicensed person to practice within the funeral profession, as contemplated by Tenn. Code Ann. § 62-5-317(b)(6).

33. Respondents have willfully violated state and local laws and regulations affecting the handling or custody, care and transportation of dead human bodies, as contemplated by Tenn. Code Ann. § 62-5-317(b)(9).

34. Mr. Blevins has committed fraud or misrepresentation in achieving renewal of his license to operate a funeral establishment and the licenses of other Respondents, as contemplated by Tenn. Code Ann. § 62-5-317(b)(10).

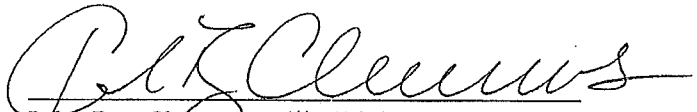
35. Mr. Blevins has violated multiple statutes pertaining to the prearrangement or prefinancing, or both, of a funeral in this state, as contemplated by Tenn. Code Ann. § 62-5-317(b)(13).

36. Respondents have failed to comply with multiple provisions of Tenn. Code Ann. § 62-5-101 *et seq.* and the rules and regulations promulgated or adopted by this Board, as contemplated by Tenn. Code Ann. § 62-5-317(b)(17).

RELIEF REQUESTED

1. Serve a copy of this Complaint on Respondents via U.S. Postal Service Certified Mail, requiring them to respond to your office within fourteen (14) days of date of receipt;
2. Suspend all licenses of Respondents until a final decision on the merits of this Complaint is reached in the interest of consumer protection and public health;
3. Hold a hearing before this honorable Board of Funeral Directors and Embalmers, if deemed necessary, to discuss the allegations set forth in this Complaint;
4. Permanently revoke all licenses held by Mr. Blevins for his unethical and likely illegal conduct;
5. Permanently revoke or suspend all licenses held by Williams Funeral Home, Inc.; and,
6. Permanently revoke or suspend all licenses held by Polk Memorial Crematory.

Respectfully submitted,



John Ray Clemmons (#25907)
CHAFFIN & BURNSED, PLLC
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Nashville, Tennessee 37203
Phone: (615) 460-7478
Facsimile: (615) 460-7484
Attorney for Complainant Carl Rick Points

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

WILLIAMS FUNERAL HOME INC, and
ALAN BLEVINS, individually

Plaintiff,

v.

CARL RICK POINTS, HERITAGE FUNERAL
HOME AND CREMATION SERVICES, and
KEITH BAKER HOMES INC, and
KEITH BAKER

Defendant.

No. 14542

2013 JUL 10 PM 2:06

KATHY KELLEY, COURT CLERK
MAURY COUNTY, TN

AFFIDAVIT OF RAYMOND DALTON WORKMAN

Raymond Dalton Workman, first having being duly sworn, deposes and says as follows:

1. I am over the age of 18. I am competent to give testimony and have personal knowledge of the matters stated hereafter.
2. I worked for Alan Blevins and Williams Funeral home for approximately 30 years. I left their employ in March, 2013 in part due to his abuse and bullying and also because I was disgusted with Mr. Blevins' unethical conduct.
3. Williams Funeral Home experienced a fire on April 17, 2012. This made it very difficult to serve clients, particularly those who required cremation.
4. Bodies which are to be cremated must be refrigerated because they are not embalmed. Blevins accepted bodies knowing that he lacked the proper refrigerated storage facilities. For a time he stacked boxes with putrefying remains in an unrefrigerated back room.
5. He had a refrigeration unit that only held three bodies. I saw and assisted in wheeling stacks of boxes containing corpses into a temporary funeral home where they remained for days. The stench of these bodies was overpowering.



6. On one occasion he had employees place numerous boxes containing bodies in stacks in a van. He retrieved these from a building at Polk Memorial Gardens. The purpose was to hide these bodies from State of Tennessee Inspectors.
7. Bodies were moved around on what we called a "church truck." I have seen as many as six (6) or seven (7) boxes with smoldering corpses stacked.
8. The owners of Oaks and Nichols, a competing funeral home, were kind enough to provide space after the fire for embalming. Ms. Lauren Blevins' assistant, Millicent Clinkenbeard, solicited a body from a family that brought their loved one in that day to Oaks and Nichols. Oaks and Nichols terminated their permissions for Williams to use their facilities after this event, notifying Blevins by letter.
9. I know of my own knowledge that Williams Funeral Home has had significant credit problems. North Alabama Vault placed the business on C.O.D. delivery only. I know this because I was asked to give them checks. Matthews Marker also placed them on C.O.D. and grave marker deliveries were delayed. People often asked me why it took so long for paid-for monuments to be placed. The company that makes granite markers also cut them off due to failure to pay.
10. While I worked for Blevins, a B.P. gas card was declined. The office card was declined at Lowes. We received chronic collection calls from Ace Hardware.

FURTHER AFFIANT SAITH NOT.

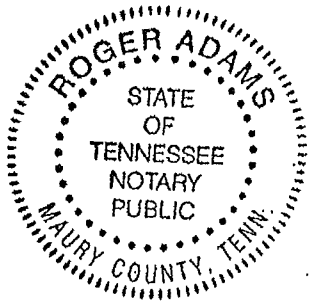
OATH

STATE OF TENNESSEE)

COUNTY OF MAURY)

Raymond Dalton Workman
Raymond Dalton Workman

Sworn to and subscribed before me on this 24 day of June, 2013.



Roger Adams
NOTARY PUBLIC

My Commission Expires: April 19, 2016

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

WILLIAMS FUNERAL HOME INC, and)
ALAN BLEVINS, individually)
)
Plaintiff,)
)
v.) No. 14542
)
CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, and)
KEITH BAKER HOMES INC, and)
KEITH BAKER)
)
Defendant.)

2013 JUL 10 PM 2:06

FILED
KATHY KELLEY, CLERK
MAURY COUNTY, TN

AFFIDAVIT OF DALE SHELTON

I, Dale Shelton, first having being duly sworn, deposes and says as follows:

1. I am over the age of 18. I am competent to give testimony and have personal knowledge of the matters stated hereafter.
2. I worked for Williams Funeral Home in 1992, left in 1994, returned 1999 and left finally in July, 2012.
3. I am personally acquainted with Alan Blevins, the manner in which he does business, and the business practices of Williams Funeral Home.



4. I was present at Williams Funeral Home the day that Rick Points resigned. I was outside of Mr. Blevins' office door and I personally heard Mr. Blevins state to Mr. Points: "If you leave me, I will destroy you."

5. I am personally familiar with fraudulent conduct by Alan Blevins involving the substitution of cheaper merchandise in pre-need funeral contracts. These contracts often call for the purchase of Batesville caskets, which are generally regarded as the best available. I know of my own knowledge that Blevins on behalf of Williams Funeral Home has purchased cheaper caskets from Southern Craft in Loretto, Tennessee and has substituted these for the Batesville caskets without knowledge of the customers. He then retains the difference for himself from the pre-arranged contracts that were written with Batesville caskets.

6. Contracts often call for Wilbert vaults, which is a superior brand of vaults within which to place caskets. Blevins, however, has purchased Eagle brand vaults, then has painted them and placed liners within them in order to create the appearance of the more expensive Wilbert brand. He does not tell customers about this fraud and pockets the money himself from the vaults on the pre-arranged contracts.

7. I have confronted Blevins several times over this behavior. His response was "You work for me, you do what I tell you to do." One of the primary reasons I finally concluded that I had to leave the employment of Williams Funeral Home and Alan Blevins was that I did not wish to participate in this illegal and immoral conduct.

8. From 1996 to until roughly 2004, Batesville had a program called "Total Casket Protection," which was a form of insurance to insure that the family of the decedent would have the particular casket that had been pre-arranged. Often this resulted in refunds at the time of delivery. While this program was in place, Blevins to my personal knowledge kept these refunds for himself rather than tendering the money to the families.

9. I am personally aware that Blevins purchased inferior and foreign made caskets from

Bill Tetrick of Tetrick Funeral Homes in the Tri-cities area of Tennessee. Many were damaged. Some of them even had holes in the welds. He would send them out to a body shop and have them repainted where there were scratches and fix dents and welds. These caskets were substituted for more expensive models which the decedents and their families had purchased.

10. One of the means employed by Blevins to cheat his customers included using a name, such as "Primrose," ordinarily employed by Batesville. He also would order from a company in Loretto, Tennessee, a poplar casket painted with a cherry stain. He would then sell these caskets as though they were a cherry wood casket without revealing this difference to the clients.

11. A part of the process for licensure in Tennessee for funeral directors is that applicants must have certain hours of apprenticeship with a licensed director. Blevins' daughter, Lauren Ashley Blevins, to my personal knowledge may have falsified quarterly reports concerning her apprenticeship and submitted to the state these reports claiming time not spent. I am personally familiar with this because certain cases were performed by me and she wanted me to tell her what I did on these cases, so as she would be able to claim them on her quarterly reports to the state. She informed me that I was to tell her because she was the daughter of the owner.

12. I have personal knowledge that Alan Blevins has taken checks in payment for a funeral, endorsed them to himself, and then has written off these amounts as bad debts. Mr. Blevins has stated many times to Mr. Points, Ms. Clinkenbeard and myself that if we were given cash money for services, that we were to place the money in an envelope and place that envelope in his desk drawer.

13. I know that Blevins has personally taken cash from vending machines. His custom has been to purchase soft drinks from Sam's, to triple the price, convert coins from the machine into paper money, keep all the proceeds, and not pay sales tax.

14. In one particular egregious act of fraud, Blevins took for two pre-arranged funeral payment in kind. A husband and wife transferred to him ownership of a 1951 Ford car, restored, which I believe had a value of

between \$20,000 and \$25,000. No funds were placed in trust for these pre-need funerals. The purported price of the two funerals was far less than the value of the car.

15. Pocketing funds for funerals and not placing them in the funeral home account and then marking the amount off as bad debt is a known practice by Mr. Blevins of Williams Funeral Home.

FURTHER THE AFFIANT SAITH NOT.

OATH

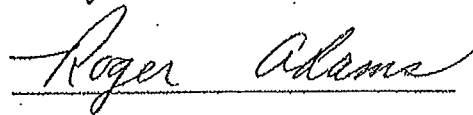
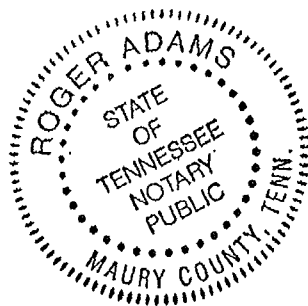
STATE OF TENNESSEE

COUNTY OF MAURY



Dale Shelton

Sworn to and subscribed before me on this 24 day of June, 2013.



NOTARY PUBLIC

My Commission Expires: April 19, 2016

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

WILLIAMS FUNERAL HOME INC, and)
ALAN BLEVINS, individually)

Plaintiff,)

v.)

CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, and)
KEITH BAKER HOMES INC, and)
KEITH BAKER)

Defendant.)

No. 14542

2013 JUL 10 PM 2:07
KATHY KELLEY, CLERK
MAURY COUNTY, TN

AFFIDAVIT OF JOHN D. OAKS

John D. Oaks, first having being duly sworn, deposes and says as follows:

1. I am over the age of 18. I am competent to make give testimony and have personal knowledge in the matters stated hereafter.
2. I am acquainted with Alan Blevins. I was employed with Williams Funeral Home from February 2000 until February of 2006. I am licensed as a funeral home director in the State of Tennessee and in the State of Alabama.
3. Alan Blevins has for many years engaged in illegal and unethical conduct which he has concealed from his customers and from investigators for the State of Tennessee. This behavior includes the following:
 - A. I have personal knowledge that Blevins has endorsed checks for pre-need funerals made payable to Williams Funeral Home to himself and deposited the funds in his personal account, rather than establishing a trust so that the funds will be available when the need arises. Blevins has on more than one occasion treated these accounts as unpaid and written them off as loss.



B. Alan Blevins has routinely deceived and cheated customers by switching purchased merchandise for cheaper items and pocketing the difference. Pre-need contracts are explicit as to the type of merchandise purchased. On numerous occasions, persons who expressly purchased a Batesville casket, which is generally believed to be the finest available, have in fact been buried in cheaper caskets without revealing the switch to the families or refunding any difference in cost. As part of this scheme, Blevins bought numerous Chinese made caskets from a location of the Tri-cities area of Tennessee. Several of these caskets were damaged. Blevins had a body shop in Mt. Pleasant repair damages, including holes in the caskets, and then buried in them persons who believed in good faith that they had purchased a Batesville casket.

C. Blevins has engaged in similar deceptive behavior regarding the vaults in which the caskets were placed. I have seen contracts in which the customer believed that he or she was purchasing a Monticello vault. Blevins purchased cheaper vaults from Eagle Vault Company in Birmingham, Alabama. He then had them painted and lined in order to deceive the clients.

D. Blevins also has converted to his own use trust funds containing earnings deposited from pre-need contracts rather than refunding amounts due to families at the time of death. He uses several means to cheat customers in this regard.

E. Contracts are required to be rewritten to reflect pricing on the day of death. If the funds invested as required by law have yielded a return greater than the fair market cost for those items to be purchased and services to be rendered, Blevins simply increased the

cost in order to retain all of the money.

F. The company known as "Forethought" provides investment vehicles for the deposit of cash tendered for pre-need funerals. I know of my own knowledge that Blevins has sent by interstate wire transfer to Forethought in the state of Indiana fraudulent documents for the purpose of deceiving customers and depriving families of the refund to which they are entitled.

G. In addition to the Chinese caskets delivered to unsuspecting customers, Blevins also has purchased cheaper caskets from a manufacturer in Loretto, Tennessee. He marks up these cheaper items to meet Batesville prices and keeps the difference for himself.

H. I also have personal knowledge that Blevins has converted the proceeds from vending machines at the funeral home into paper money and retained it all for himself, never reporting this income for sales tax purposes.

I. I am personally familiar with contracts for funerals of the Williamson Funeral Home. Neither the pre-need funeral contracts nor those executed when the need arises contain any provision for any payment for the actual preaching of a funeral. Individuals ordinarily contact clergymen or others of their own acquaintance for this purpose.

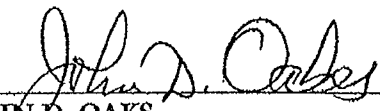
J. When I left his employ, Blevins filed suit against me in the Circuit Court of Maury County Tennessee for breach of a non-compete agreement, which I believed to have been unenforceable. His application for injunction against me was denied, and the lawsuit was eventually dismissed.

AND FURTHER THE AFFIANT SAITH NOT.

VERIFICATION

STATE OF TENNESSEE

COUNTY OF MAURY



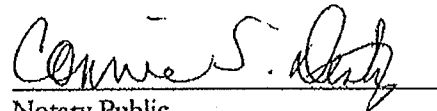
JOHN D. OAKS

John D. Oaks personally appeared before me this 19th day of JUNE 2013.

Both parties made oath that the statements contained in the forgoing affidavit are true and correct to each of their personal knowledge.

My commission expires:

6-18-2014



Notary Public

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

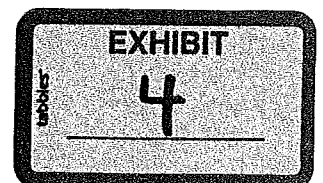
WILLIAMS FUNERAL HOME INC, and)
ALAN BLEVINS, individually)
Plaintiff,)
v.)
CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES , and)
KEITH BAKER HOMES INC, and)
KEITH BAKER)
Defendant.)

No. 14542

AFFIDAVIT OF RANDY LOAGUE

Randy Loague, first having being duly sworn, deposes and says as follows:

1. I am over the age of 18. I am competent to give testimony and have personal knowledge of the matters stated hereafter.
2. I am the son of Ms. Lynda Gayle Mavity. Ms. Mavity died on May 5, 2013 at the age of 99. It had long been her request that Bro. Rick Points preside at her funeral, which he was willing to do as a Christian man and without compensation.
3. On May 8, 2013, Brother Points, in honor of Ms. Mavity's request, said a prayer, after which my aunt read a passage from the Book of Psalms. When we bowed our hands in prayer, a representative of Williams Funeral Home and Alan Blevins took a picture of this intensely private moment. That is the photograph which has been shown to the court as evidence of wrong doing on the part of Brother Points. This was profoundly disrespectful and my family deeply resents it. My aged stepfather cries every night because of it.
4. Brother Points did not conduct a funeral. He merely spoke to the Lord on behalf of my mother.

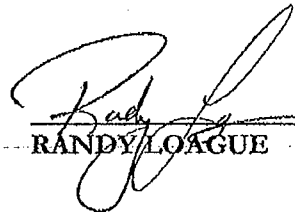


AND FURTHER THE AFFIANT SAITH NOT.

VERIFICATION

STATE OF TENNESSEE

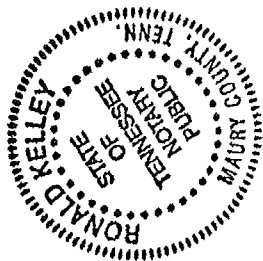
COUNTY OF MAURY

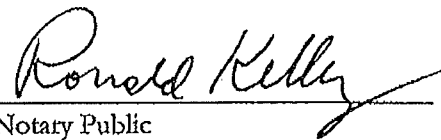

RANDY LOAGUE

Dale Shelton personally appeared before me this 19th day of JUNE, 2013.

Both parties made oath that the statements contained in the forgoing affidavit are true and correct to each of their personal knowledge.

My commission expires: 10-17-2016




Notary Public

Williams Funeral Home v. Points

Mike Andrews -- 6-17-13

Sheet 1 Page 1

1 IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
2 AT COLUMBIA
3 WILLIAMS FUNERAL HOME, INC.,
4 Plaintiff,
5 VS No. 14574
6 C. RICK POINTS,
7 Defendant.
8
9
10
11
12 VIDEOTAPED DEPOSITION OF
13 MIKE ANDREWS
14 taken on behalf of the Defendant
15 June 17, 2013
16
17
18
19
20
21
22 BAIN, CLEETON, EVANS, HARKINS & RICHARDSON
23 An Association of Court Reporters
24 Suite 201 - 212 Third Avenue North
25 Nashville, Tennessee 37201
(615) 255-6425
Reported by: Roxann Harkins, RPR, CRR, LCR

Page 3

1
2 STIPULATION
3
4
5 The Videotaped Deposition of MIKE ANDREWS
6 was taken by counsel for the Defendant at the home of
7 Mike Andrews, 4013 Park Drive, Columbia, Tennessee, at
8 10:10 a.m. on June 17, 2013, for all purposes under
9 the Tennessee Rules of Civil Procedure.
10
11 All formalities as to notice, caption,
12 et cetera, are waived. Objections are not waived.
13
14
15 It is agreed that Roxann Harkins, being a
16 Notary Public and Licensed Court Reporter in and for
17 the State of Tennessee, may swear the witness, and
18 that the reading and signing of the completed
19 deposition by the witness are waived.
20
21
22 * * * * *
23
24
25

Page 2

1 APPEARANCES:
2 For the Plaintiff: THOMAS W. HARDIN, ESQ.
3 KORI BLEDSOE, ESQ.
4 Hardin, Parkes, Kelly & Carter
5 PO Box 929
6 Columbia, Tennessee 38402-0929
7
8 For the Defendant: GARY BLACKBURN, ESQ.
9 The Blackburn Firm
10 213 Fifth Avenue North
11 Suite 300
12 Nashville, Tennessee 37219
13
14 Videographer: BLAKE LIVINGSTONE
15 VCB, Inc.
16 6402 Foster Avenue
17 Nashville, Tennessee 37205
18
19 INDEX
20 Examination by Mr. Blackburn14
21 Examination by Mr. Hardin18
22
23 EXHIBITS
24 NO EXHIBITS MARKED
25

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1
2 THE VIDEOGRAPHER: We're on the record at
3 10:10 a.m. This is the videotaped deposition of
4 Michael Andrews taken on June 17 of 2013. Will the
5 court reporter please swear in the witness.
6 MIKE ANDREWS
7 called as a witness, after having been first duly
8 sworn, testified as follows:
9 EXAMINATION
10 BY MR. BLACKBURN:
11 Q. Would you state your name for our record,
12 please, sir.
13 A. My name is Mike, it's not Michael. It's
14 M-i-k-e. Mike Andrews, Junior.
15 Q. Mr. Andrews, we're here at your home in
16 Columbia; is that right?
17 A. Yes, sir.
18 Q. All right. I want to ask you a few
19 questions. And the reason that we're here today is
20 that it's my understanding that you have difficulty
21 getting out of your home because of your age and
22 physical condition; is that accurate?
23 A. Yes, sir.
24 Q. How old are you, please, sir?
25 A. 86.

Bain, Cleeton, Evans, Harkins & Richardson
Roxann Harkins, RPR, CRR, LCR
615.255.6425



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Sheet 2 Page 5

1 Q. All right. And you're here in what looks
2 like a very comfortable chair. Is that where you
3 spend your days?
4 A. And nights.
5 Q. And nights?
6 A. I haven't been to bed in two year.
7 Q. Whoa. Well, sometime in the future we're
8 going to have some occasions for this matter to be the
9 subject of some proceedings down at the courthouse.
10 Are you able to get out and about, come to -- and come
11 to a trial?
12 A. No, sir.
13 Q. All right. Can you just explain for the
14 Court and perhaps later for the jury why that is, what
15 your problem is?
16 A. Well, I fell and broke a fever (sic) in
17 my right leg, and it broke two places. And then about
18 three months ago, I was getting in my vehicle and I
19 fell and I tore the ACL up in my left leg. And the
20 doctor give me orders to stay off of it for at least
21 two months for it to heal.
22 Q. So you're not able to get out of the
23 chair, except to get up and eat or go to the bathroom
24 or something?
25 A. That's it.

5

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1 Q. Great. And why -- why did you retire in
2 2008?
3 A. Got tired of it.
4 Q. And you had -- had reached a certain age
5 where you were entitled to be tired of it?
6 A. Yes, sir.
7 Q. All right. What kind of work did you do
8 for Williams Funeral Home?
9 A. You name it and I done it.
10 Q. Well, give me some examples. Did you
11 drive, drive a hearse?
12 A. No, sir.
13 Q. What kind of work did you do?
14 A. I was mostly their runner. When I say
15 runner, I was picking up bodies, hauling flowers to
16 the cemetery, hauling flowers home. I was on the road
17 almost 75 percent of my time of going to get death
18 certificates in the county that the person died in.
19 And that was my -- basically my biggest job was
20 driving the flower truck and going and getting death
21 certificates.
22 Q. All right. Now, during this time did you
23 become friends with Mr. Points?
24 A. Very close.
25 Q. All right. And I understand that you

7

Page 6

1 Q. Okay. Well, I want to ask you a few
2 questions here about some matters that concern a
3 lawsuit that we're involved in. And my client is
4 Mr. Rick Points. Do you know Mr. Points?
5 A. Very much so.
6 Q. And a Mr. Baker and some other
7 businesses. Do you know a Mr. Alan Blevins?
8 A. Yes, sir.
9 Q. All right. Let me ask you, how -- on
10 these people, how long have you known Mr. Points?
11 A. Approximately 20 years.
12 Q. How did you get to know Rick Points?
13 A. Working at the funeral home.
14 Q. Which funeral home was that?
15 A. Williams Funeral Home.
16 Q. Is that the funeral home that Mr. Blevins
17 is connected with, owns?
18 A. Yes, sir.
19 Q. All right. And how long did you work for
20 Mr. Blevins?
21 A. 16 years.
22 Q. Did you retire from there?
23 A. Yes, sir.
24 Q. And when -- do you remember the year?
25 A. April the 1st, 2008.

6

Page 8

1 have spoken with him about what you would like him to
2 do at that time, I'm sure it's far in the future, but
3 when you -- when you pass on.
4 A. Yes, sir.
5 Q. What have you talked to him about?
6 A. Talked to him about conducting my
7 service.
8 Q. All right. And why do you want him to do
9 that?
10 A. Well, we're just so close.
11 Q. All right. Has he asked you for any
12 money to do that?
13 A. No, sir.
14 Q. Do you have any understanding as to
15 whether there would be any charge for him to preach
16 your funeral?
17 A. I don't have no idea.
18 Q. This is just out of friendship?
19 A. Right.
20 Q. All right. Now, just a couple of quick
21 questions here. You said that you were what you
22 called a runner, that you would go places. Did you
23 ever go up to the Tri-Cities area in Tennessee?
24 A. Yes, sir.
25 Q. I think there was a purchase of some

8

Sheet 3 Page 9

1 caskets up there. Do you recall that?
 2 A. Yes, sir.
 3 Q. Did you have any connection with
 4 transporting those caskets?
 5 A. Yes, sir.
 6 Q. All right. Do you remember about when
 7 that was?
 8 A. Not really, I don't remember how long
 9 it's been.
 10 Q. It was obviously before you retired?
 11 A. Yes, sir.
 12 Q. All right. Well, what were these items,
 13 these caskets?
 14 A. Well, didn't look like much like a casket
 15 to me.
 16 Q. How so?
 17 A. Well, they just -- the way they was built
 18 and whatnot. They wasn't a normal casket.
 19 MR. HARDIN: I'm going to object to this
 20 line of questioning, totally irrelevant to the issues
 21 in this case.
 22 MR. BLACKBURN: Oh, you're going to be
 23 surprised with that.
 24 MR. HARDIN: Well, I'm not interested in
 25 your commentary, Mr. Blackburn. I made an objection.

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1 fact, he's obligated, his job is to make objections.
 2 So what we'll do is we'll let the Court rule on that
 3 at a later time, but you just pause and let Mr. Hardin
 4 make his objections and then you can go ahead and
 5 answer the question. And that will all sort out
 6 later. Okay?
 7 A. (Witness nodded head affirmatively).
 8 Q. All right. Now, tell me, you were
 9 talking about these -- these coffins and what they
 10 look like. What -- what -- what, if anything, did you
 11 find unusual about these coffins that you were
 12 starting to tell us about?
 13 A. Well, they just didn't look like
 14 something that I would want to use for my family, I'll
 15 put it thataway.
 16 Q. Were there -- was there any damage to any
 17 that you saw?
 18 A. Yes, sir.
 19 Q. And holes in them?
 20 A. Yes, sir.
 21 Q. What did you -- do you know where they
 22 were made or manufactured?
 23 A. No, sir.
 24 Q. What did you do with them?
 25 A. We brought them to Columbia.

11

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1 MR. BLACKBURN: Well, as you know,
 2 relevance is not an objection in a deposition.
 3 MR. HARDIN: Well, you're taking his
 4 deposition for -- to preserve -- not to preserve his
 5 testimony, but to offer the Court, so I don't know
 6 that --
 7 MR. BLACKBURN: We will have --
 8 MR. HARDIN: -- objections are waived, so
 9 I'm making one.
 10 MR. BLACKBURN: All right. Then let's
 11 state for the record that the objections are not
 12 waived and must be -- that is, reserved and must be
 13 made now or they're waived. Is that the way you want
 14 to do it?
 15 MR. HARDIN: Well, I guess we need to
 16 clarify it one way or the other. Either they are or
 17 they are not, since it wasn't clarified on the front
 18 end.
 19 MR. BLACKBURN: Well, you make a good
 20 point. Which do you choose?
 21 MR. HARDIN: I'll go ahead and make the
 22 objections as necessary.
 23 MR. BLACKBURN: All right.
 24 BY MR. BLACKBURN:
 25 Q. Now, Mr. Andrews, he's entitled -- in

10

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1 Q. Who sent you up there to get them?
 2 A. Mr. Blevins.
 3 Q. And when you brought them back to
 4 Columbia, what happened to them?
 5 A. Well, they most of them wound up down at
 6 Polk Cemetery at a -- at a -- at a shed down there,
 7 barn that they stored stuff in. It was -- they were
 8 put down there.
 9 Q. Were any of these used for burials?
 10 A. Yes, sir.
 11 Q. How do you know this?
 12 A. Well, I just seen them down there and
 13 then had to go down to pick one up to bring it back to
 14 use it. That was all I know.
 15 Q. Were any of them carried to a place to be
 16 repaired?
 17 A. Yes, sir.
 18 Q. What -- where were they carried?
 19 A. I don't know. That wasn't -- out of my
 20 territory, so to speak.
 21 Q. Did you see them being hauled off to be
 22 repaired and --
 23 A. Yes, sir.
 24 Q. -- coming back?
 25 A. Yes, sir.

12

Sheet 4 Page 13

1 MR. HARDIN: Object to leading.
2 BY MR. BLACKBURN:
3 Q. All right. Just tell us what you saw
4 with regard to these being carried off and coming
5 back.
6 A. Well, most -- all I seen was just
7 going -- they were going and coming. As far as
8 myself, I wasn't involved with them, now.
9 Q. Do you know what a Batesville casket is?
10 A. Supposed to be the best one that's made.
11 Q. The ones that you saw that you picked up
12 from the Tri-City area, were these Batesville caskets?
13 A. No, sir.
14 Q. Tri-City, for those that don't know,
15 that's up around Kingsport, Johnson City, Bristol?
16 A. Gainesboro.
17 Q. Gainesboro is where you went?
18 A. Uh-huh (affirmative).
19 Q. Okay. You -- where else -- well, excuse
20 me. Did you pick up caskets at any other location for
21 Mr. Blevins?
22 A. Yes, sir.
23 Q. Where did you pick them up?
24 A. Down in Loretto.
25 Q. Loretto, Tennessee?

13

Page 15

1 any week?
2 A. Almost every week.
3 Q. Were you ever paid overtime?
4 A. No, sir.
5 Q. Was withholding taken out of your pay?
6 A. Yes, sir.
7 MR. HARDIN: Objection to this whole
8 line.
9 BY MR. BLACKBURN:
10 Q. You -- you remember some vending machines
11 that he had?
12 A. Yes, sir.
13 Q. Where were they located?
14 A. In the basement.
15 MR. HARDIN: Objection to this line.
16 BY MR. BLACKBURN:
17 Q. In the basement of the funeral home?
18 A. Yes, sir.
19 Q. Did you have any tasks that you had to
20 perform that related to these -- these machines?
21 A. Yes, sir.
22 Q. And I'm saying machines plural. How many
23 were there? Was it just one?
24 A. I believe there was two down there.
25 Q. Two down there?

15

Page 14

1 A. Yes, sir.
2 Q. Was there a manufacturer there?
3 A. Yes, sir.
4 Q. Do you happen to recall the name?
5 A. Loretto Casket Company is all I know. I
6 knew where it was at. I didn't worry about the name.
7 Q. And why were you picking them up?
8 A. To bring them back to Columbia for people
9 to be buried in.
10 Q. Was this at the instruction of
11 Mr. Blevins?
12 A. Yes, sir.
13 Q. All right. Were any of these caskets
14 Batesville caskets?
15 A. No, sir.
16 Q. How were you paid?
17 A. By the week, so to speak. We had set up
18 that we would get so much for doing visitation, get so
19 much for working a funeral, and that was -- we was
20 paid every Friday.
21 Q. Were you paid by the hour?
22 A. Well, I don't know how you would call it.
23 He -- he set -- he set up his own rules as to how he
24 paid you.
25 Q. Did you work more than 40 hours a week on

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Page 16

1 A. Candy machine and a drink machine.
2 Q. All right. What did you -- what did you
3 do for these -- in connection with these machines?
4 A. Well, I went to Sam and picked up the
5 order that they had called in.
6 Q. How did you pay for it?
7 A. With the Williams Funeral Home credit
8 card.
9 Q. All right. And then what did you do with
10 the things that you picked up?
11 A. Brought them back to Columbia.
12 Q. Did they go in the machine?
13 A. Yes, sir.
14 Q. All right. And then what about the money
15 in the machine? What happened to that?
16 A. Well, after so long a time, he would get
17 the money and put it in a bag and we would carry it to
18 the bank for them to count the change that it was in.
19 Q. And then what happened then?
20 A. Well, I always told the ladies that
21 counted the money that -- to put on the outside the
22 amount of money that they had counted and seal the
23 envelope, and he always wanted the biggest bill that
24 he could get.
25 Q. Paper money, you mean?

16

Sheet 5 Page 17

1 A. Yes, sir. Yes, sir.
2 Q. All right.
3 A. And I would come -- bring it back and
4 give it to him.
5 Q. Give him the envelope?
6 A. Yes, sir.
7 Q. Was there any numbers or any sales tax
8 identification numbers on either of these machines?
9 A. Not that I know of.
10 Q. When you -- when you were working there,
11 did you have anything to do with the cremation
12 services?
13 A. No, sir. No, sir.
14 Q. All right.
15 A. Only time I would -- after they was
16 cremated, I would carry them ever where they needed to
17 go, to some other place to dispose of them.
18 Q. Based upon your knowledge of Mr. Blevins
19 over the years, are you familiar with his reputation
20 for telling the truth?
21 MR. HARDIN: Objection.
22 THE WITNESS: Yes, sir.
23 BY MR. BLACKBURN:
24 Q. And what's the basis for your being
25 familiar with his reputation for telling the truth?

17

Page 19

1 So he was misrepresenting the whole thing. He has a
2 man down there now 80 years -- over 80 years old is
3 driving just like I was driving back then.
4 Q. What -- what do you expect your family to
5 do with regard to your funeral if -- if Rick Points
6 can't preach it?
7 A. Well, we'll cross that bridge when I get
8 to it.
9 MR. BLACKBURN: That's all, sir. Thank
10 you.
11 EXAMINATION
12 BY MR. HARDIN:
13 Q. Mr. Andrews, my name is Tom Hardin, and
14 Ms. Bledsoe and I represent Williams Funeral Home in
15 this particular matter. I'm going to ask you a few
16 questions about what you've testified to. You
17 understand that?
18 A. Yes, sir.
19 Q. You have described your relationship with
20 Mr. Points as being very close; is that correct?
21 A. Yes, sir.
22 Q. And has it been very close for many
23 years?
24 A. Pretty good while. At least 20 years.
25 Q. All right. Now, prior to you going to

19

Page 18

1 A. The way he conducted his business.
2 Q. All right. What is his reputation?
3 A. People -- a lot of people don't know
4 about it.
5 Q. About what?
6 A. Well --
7 MR. HARDIN: Continuing objection.
8 BY MR. BLACKBURN:
9 Q. Go ahead.
10 A. Well, he -- not but one thing for him,
11 and he's always holding his hand out to get money any
12 way that he can.
13 Q. Have you ever known him yourself to be
14 untruthful?
15 A. Yes, sir.
16 Q. I know it's been a long time. Can you
17 think of any examples?
18 A. Well, not right off the top of my head, I
19 don't -- well, one -- one case was that when I -- when
20 I got to 80 years old, he told me that I couldn't
21 drive. The insurance wouldn't let him insure me to
22 keep driving the way I'd been driving. So in the
23 meantime I learned that -- that was a lie to begin
24 with. And then he wanted people -- wanted people to
25 know that he didn't think I knew anything about it.

18

Page 20

1 work for Williams -- and when was that?
2 A. 1992, I believe it was. Now, I'm not
3 sure.
4 Q. All right. And prior to you going to
5 work for Williams at that point, had you ever worked
6 in the funeral home business?
7 A. Yes, sir.
8 Q. And where was that?
9 A. Oaks & Nichols.
10 Q. All right. And was that after you
11 retired from TVA?
12 A. Yes, sir.
13 Q. And I believe you said you did that 41
14 years ago on disability?
15 A. Yes, sir.
16 Q. Have you been on disability for the last
17 40, 41 years?
18 A. With TVA, yes, sir.
19 Q. Okay. But you worked for Oaks & Nichols
20 for how many years?
21 A. I don't remember how long it's been.
22 Q. And you worked for Williams from 1992 to
23 2008?
24 A. Right.
25 Q. All this time you were on disability?

20

Sheet 6 Page 21

1 A. With TVA.
 2 Q. Right.
 3 A. Uh-huh (affirmative).
 4 Q. Is that right?
 5 A. Right.
 6 Q. Okay. Now, did you ever contact TVA and
 7 say, I'm working 40 plus hours a week, I don't think I
 8 need to -- need to receive disability?
 9 A. What -- the Government, what I worked
 10 with TVA -- what I made didn't have no effect on my
 11 disability from TVA.
 12 Q. But did you ever -- did you ever contact
 13 them and say, I don't think I'm disabled anymore, I'm
 14 working over 40 hours a week?
 15 A. Well, I wasn't doing manual labor as
 16 such. What I was doing was about all I could do.
 17 Q. Is the answer to the question no, you
 18 never contacted them?
 19 A. No.
 20 Q. All right. Now, being in the funeral
 21 home business for those years at Oaks & Nichols and
 22 Williams, are you familiar with the concept of making
 23 advanced arrangements or doing a funeral on a preneed
 24 basis?
 25 A. Yes, sir.

21

Page 23

1 that because of Mr. Points?
 2 A. Because of Mr. Points.
 3 Q. Now, Mr. Blackburn was asking you about
 4 Mr. Blevins, and you gave an example of where you
 5 didn't think he was being straight up with you
 6 about -- when you were retired, I guess, from Williams
 7 when you were 80 years old. There was a complaint
 8 about your driving or a discussion about your
 9 insurance; is that right?
 10 A. It was about the insurance.
 11 Q. All right. Now, when you were -- when
 12 you were at Williams, you were driving Williams
 13 vehicles, were you not?
 14 A. Right.
 15 Q. And that would be either a flower van or
 16 flower truck?
 17 A. Right.
 18 Q. Or what kind of vehicle were you driving,
 19 for example, when you went down to Loretto and picked
 20 up those caskets at the Loretto Casket Company?
 21 A. Same truck.
 22 Q. All right. And how many -- how many
 23 caskets you pick up in Loretto?
 24 A. I don't know how many.
 25 Q. Did you just go down there one time?

23

Page 22

1 Q. And have you done that?
 2 A. Yes, sir.
 3 Q. And when did you do that?
 4 A. Gosh, I don't know how long it's been.
 5 It's been 15 years or longer, I'd say.
 6 Q. Okay. And who did you do that with?
 7 A. Rick Points.
 8 Q. And is that while he was at Williams
 9 Funeral Home?
 10 A. Yes, sir.
 11 Q. And if you'd have died in that period of
 12 time while you and Mr. Points was at Williams, I take
 13 it then Williams would have done your funeral service;
 14 is that right?
 15 A. At that time, yes, sir.
 16 Q. All right. And you're aware that
 17 Mr. Points is no longer at Williams?
 18 A. Right.
 19 Q. Have you transferred your preneed
 20 insurance or arrangement to a different funeral home
 21 now?
 22 A. Yes, sir.
 23 Q. And where is that?
 24 A. Heritage.
 25 Q. And is that because of Heritage or is

22

Page 24

1 A. Oh, no.
 2 Q. Okay. Was it -- it wasn't unusual to go
 3 to Loretto to the Loretto Casket Company to pick up
 4 caskets, was it?
 5 A. No, sir.
 6 Q. And did you know anything negative about
 7 the Loretto Casket Company?
 8 A. I didn't know -- all I knew where it was
 9 at. That's all I know about it.
 10 Q. All right. Did you ever go down that way
 11 to the Wilbert Vault Company and picked up vaults?
 12 A. No, sir.
 13 Q. You never picked up vaults?
 14 A. No.
 15 Q. What was the name of the business you
 16 went to up in the Tri-Cities area?
 17 A. Well, it was a funeral home that he had
 18 bought up there.
 19 Q. All right. Do you remember the name of
 20 it?
 21 A. Don't have the slightest idea.
 22 Q. Do you remember where it was?
 23 A. No, not -- not specific.
 24 Q. Anybody go with you?
 25 A. No.

24

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Sheet 7 Page 25

1 Q. Who loaded up the caskets?
2 A. The people that was up there.
3 Q. All right. And then you brought them
4 back here either to the -- to the then Williams
5 Funeral Home or down to Polk Memorial Gardens, as I
6 understand it?
7 A. Right.
8 Q. All right. Now, did you ever go to
9 anybody or say anything about you didn't think those
10 caskets looked very good?
11 A. No.
12 MR. BLACKBURN: You need to take a break?
13 THE WITNESS: Yes, sir.
14 MR. BLACKBURN: Okay.
15 THE VIDEOGRAPHER: We're off the record
16 at 10:33 a.m.
17 (Whereupon, a break was taken from
18 10:33 a.m. to 10:40 a.m.)
19 THE VIDEOGRAPHER: We're back on the
20 record at 10:40 a.m.
21 BY MR. HARDIN:
22 Q. Mr. Andrews, were there any other reasons
23 other than the driving that -- other than -- well, I
24 think you said a while ago that you were just tired --
25 you were tired of it, about your retirement. Were

25

Page 27

1 A. No, sir.
2 Q. Well, how do you think Mr. Blackburn came
3 to get your name and know about you?
4 A. I guess Rick gave it to him. I don't
5 know.
6 Q. Okay. And -- but you don't remember
7 talking to Rick about your testimony or what you were
8 going to say today?
9 A. No, sir.
10 Q. All right. Were you ever involved in any
11 of the accounting aspects of Williams Funeral Home
12 business when you were there?
13 A. That's out of my territory.
14 Q. All right. And I take it you were never
15 involved with any of the insurance aspects of
16 Williams' business?
17 A. No.
18 Q. Or people purchasing funerals or paying
19 for services, et cetera? That was out of your -- your
20 area of work also; is that right?
21 A. That's right.
22 MR. HARDIN: I believe that's all.
23 MR. BLACKBURN: Nothing further. Thank
24 you, Mr. Andrews.
25 THE VIDEOGRAPHER: We're off the record

27

Page 26

1 there any other reasons about your retirement other
2 than Mr. Blevins' complaints or comments about your
3 driving and the insurance and you being tired?
4 A. No, sir.
5 Q. All right. When's the last time you saw
6 Mr. Points or talked to him?
7 A. Well, we -- we in contact, visiting. He
8 comes and visits me a lot, sit down and talk about old
9 times.
10 Q. All right. And when -- when was the last
11 time he came by to visit you?
12 A. Gosh, I -- I don't know. I guess couple,
13 three weeks ago, something like that.
14 Q. And then, as I understand it, you're in
15 contact by telephone or --
16 A. Oh, we talk a lot of times on the
17 telephone. He'll call me, want to know how I'm doing.
18 That's what he's mostly interested in. He -- we don't
19 talk about other things amount to anything. It's
20 mostly him checking on me to see how I'm doing. We
21 just been close friends so long.
22 Q. Okay. And as I understand it, you talk
23 about that and you talk about old times. And I'm
24 assuming, have you talked about your testimony here
25 today?

26

Page 28

1 at 10:43 a.m.
2 (Whereupon, the deposition was concluded
3 at 10:43 a.m.)
4 FURTHER THE DEPONENT SAITH NOT.
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Williams Funeral Home v. Points

Mike Andrews -- 6-17-13

Sheet 8 Page 29
1 STATE OF TENNESSEE)
2) S.S.
COUNTY OF DAVIDSON)
3
4 I, Roxann Harkins, Notary Public and Licensed
5 Court Reporter for the State of Tennessee at Large,
6 DO HEREBY CERTIFY that the foregoing
7 deposition was taken at the time and place set forth
8 in the caption hereof; that the deponent therein was
9 duly sworn on oath or affirmed to testify the truth;
10 that the proceedings of said deposition were
11 stenographically reported by me in shorthand; and that
12 the foregoing pages constitute a true and correct
13 transcription of said proceedings to the best of my
14 ability.
15 I FURTHER CERTIFY that I am not a
16 relative of, employee or attorney or counsel of any of
17 the parties hereto, nor do I have any interest in the
18 outcome or events of this action.
19 IN WITNESS WHEREOF, I have hereunto affixed
20 my official signature this 28th day of June, 2013, at
21 Nashville, Tennessee.
22 Roxann Harkins, Notary Public
23 State of Tennessee at Large
24 LCR#: 204 (Expires 6-30-2014)
25 My Commission Expires: July 6, 2015

29

Bain, Cleeton, Evans, Harkins & Richardson
Roxann Harkins, RPR, CRR, LCR
615.255.6425

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

WILLIAMS FUNERAL HOME, INC., and)
ALAN BLEVINS, individually,)

Plaintiffs,)

v.)

CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, LLC,)
KEITH BAKER HOMES INCORPORATED,)
and KEITH BAKER, individually.)

Defendant.)

CASE NO: 14542
JURY DEMAND

2013 JUL 10 PM 2:05

KATHY KELLEY, CLERK
MAURY COUNTY, TN

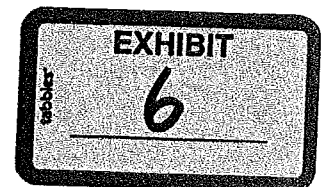
AFFIDAVIT OF RICK POINTS

Rick Points, first having been duly sworn, deposes and says as follows:

1. I am over the age of 18, competent to provide this affidavit and personally familiar with the matters stated herein.

2. Attached to this affidavit as Exhibit A is a complaint I have authorized to be filed with the Board of Funeral Directors and Embalmers no later than Thursday, July 11, 2013 seeking the revocation of the licenses under which Alan Blevins, Williams Funeral Home and Polk Memorial Crematory conduct business. The allegations in the Complaint are true and correct to the best of my knowledge, information and belief.

3. I left the employment of Alan Blevins and his businesses because I was physically, emotionally and morally exhausted. I could not participate in or remain silent about his dishonest and unethical conduct. When I advised him I was leaving he threatened to "ruin" me.



4. I am personally familiar with behavior described in the affidavits filed contemporaneously in this Court and submitted to the Board as exhibits to my Complaint. I can further confirm that I have witnessed Blevins command an employee to alter and backdate a pre-need funeral contract by placing documents against a brightly illuminated window to facilitate tracing over a signature.

5. When I complained to Mr. Blevins, he responded with loud, obscene and vulgar language, repeatedly shouting the "F" word and saying that this was his business and he would run it any way he saw fit.

6. With regard to the affidavit of Cynthia Painter of May 10, 2013:

a) I did not conduct a funeral. I was requested by the family of the deceased to pray for her. I did so as a family friend and a Baptist minister. I did not request, was not offered and would not have accepted pay for this simple act of Christian decency and respect. The decedent had been cremated and no body was present.

b) I did convey to Ms. Painter information at the request of and as a favor to Mr. Dale Shelton. I did this out of respect for the family of the decedent. I have not solicited or sold funeral contracts in Maury County since May 6, 2013.

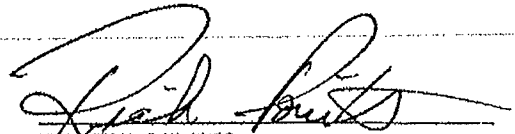
c) Because I was advised by my attorney to obey the purported injunction until questions concerning its validity have been determined, I have done so. This has caused me to decline participating in divine services I had long ago promised to perform and has been a source of pain and grief to families in Maury County who were counting on me. Praying at a funeral or graveside causes no conceivable harm to Alan Blevins.

Further Affiant sayeth not.

VERIFICATION

STATE OF TENNESSEE

COUNTY OF DAVIDSON


RICK POINTS

Rick Points personally appeared before me this 9th day of July, 2013.

My commission expires: 1/6/2015


Notary Public



BEFORE THE TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE
BOARD OF FUNERAL DIRECTORS AND EMBALMERS

CARL RICK POINTS,

Complainant,

v.

ALAN BLEVINS, individually, and
WILLIAMS FUNERAL HOME, INC.,
and POLK MEMORIAL CREMATORY,

Respondents.

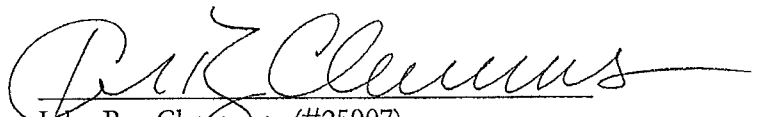
Case No. _____

NOTICE OF FILING

Complainant Carl Rick Points hereby provides notice of filing the following documents in support of his Complaint against Respondents:

1. Affidavit of Raymond Dalton Workman;
2. Affidavit of Dale Shelton;
3. Affidavit of John D. Oaks;
4. Affidavit of Randy Loague;
5. Deposition of Mike Andrews; and,
6. Affidavit of Rick Points.

Respectfully submitted,



John Ray Clemmons (#25907)
CHAFFIN & BURNSED, PLLC
49 Music Square West, Suite 502
Nashville, Tennessee 37203
Phone: (615) 460-7478
Facsimile: (615) 460-7484
Attorney for Complainant Carl Rick Points



2517 Trotwood Avenue
Columbia, TN 38401

931-388-2135
Fax 931-381-3014

www.williamsfh.com

819 N. Main Street
Mt. Pleasant, TN 38474

931-379-5574
Fax 931-379-5580

"It is extremely sad that such preposterous things were said about our character. We know where the source of information is coming from, and the motivation behind it. It comes from competitors who have nothing to lose. These accusations are far from the truth and we do our very best to serve every family professionally, ethically, as well as within the confines of our law, as we have done so for the last 78 years. Our motto has always been to serve as we would be served."


Alan Blevins

*We are committed to exceed the expectations of every family we serve by creating meaningful experiences that are everlasting.
This commitment of service will be carried out before, during and after the family's time of need.*

Love Goes On™

FILED
KATHY KELLEY, CIRCUIT CLERK
MAURY COUNTY, TN
2013 JUN 12 PM 2:55

NO: 14574

Williams Funeral Home, Inc. (“Williams”) files this Amended and Restated Complaint to amend and restate the previously filed Complaint against C. Rick Points (“Mr. Points”) by adding Heritage Funeral Home and Cremation Services, LLC (“Heritage”), Keith Baker Homes, Incorporated (“Baker Homes”), and Keith Baker (“Mr. Baker”), individually, as Defendants (collectively as “Defendants”). Williams also would state and show additional facts and causes of action as follows:

1. Williams is a Tennessee corporation with its principal office and place of business located at 2517 Trotwood Avenue, Columbia, Maury County, Tennessee. Williams offers funeral and crematory services in Maury County and throughout the state of Tennessee. Williams is a licensed funeral and crematory establishment under the laws and regulations of the state of Tennessee.

2. Mr. Points is a citizen and resident of Columbia, Maury County, Tennessee, residing at 309 Stoneybrook Road, Columbia, Tennessee, and was under employment, pursuant to an Employment Agreement (the "Agreement"), between himself and Williams, until he surreptitiously quit his employment on or about July 1, 2011. The Agreement between Mr. Points and Williams, including the amendment thereto, is attached hereto and incorporated herein as collective Exhibit "A".

3. Heritage is a Tennessee corporation with its principal office and place of business located at 609 Bear Creek Pike, Columbia, Maury County, Tennessee. Service of process may be obtained on Heritage by way of its registered agent for service, Ralph K. Baker, 609 Bear Creek Pike, Columbia, Tennessee. Heritage is, likewise, engaged in the funeral home business in Maury County, Tennessee and elsewhere.

4. Baker Homes is a corporation with its principal office and place of business located at 122 East James Campbell Blvd., Columbia, Maury County, Tennessee engaged principally in the sale of mobile homes and/or trailers. Service of process may be obtained on Baker Homes by way of its registered agent for service, Ralph K. Baker, 122 E. James Campbell Blvd, Columbia, Tennessee 38401.

5. Mr. Baker is an adult citizen and resident of Columbia, Maury County, Tennessee, residing at 607 Sunnyside Lane, Columbia, TN 38401 and is an owner of both Heritage and Baker Homes.

6. The Agreement between Mr. Points and Williams was executed in Columbia, Maury County, Tennessee. Mr. Points and Mr. Baker are residents of Columbia, Maury County, Tennessee and Heritage and Baker Homes' principal offices and places of business are in Columbia,

Maury County, Tennessee, thus venue and jurisdiction is proper in the Circuit Court for Maury County, Tennessee.

7. Mr. Points was a longtime employee of Williams and, during the course of such employment, Mr. Points had been involved in the full gamut of the business of Williams, including funeral services, cemetery services, monument services, management, sales, and marketing. Mr. Points had access to internal records, proprietary information, trade secrets, marketing and sales methods, advertising, the conduct of funeral services and, in general, the entire scope of business of Williams.

8. On February 16, 2006, Williams and Mr. Points entered into the Employment Agreement (Exhibit "A") with respect to Mr. Points' continued employment and his managerial role and responsibilities with Williams. This Agreement is supported by adequate consideration. The Agreement was amended by an Amendment to Employment Agreement dated February 2, 2007, which is also supported by adequate consideration, further describing Mr. Points' employment agreement with Williams and the Amendment to Employment Agreement is attached hereto and incorporated herein and identified as a part of Exhibit "A" to this Complaint.

9. Exhibit "A" provides in pertinent part:

... 2. Said Employee agrees to devote to the employment all his time and endeavor and pledges himself not to engage in any other gainful occupation without the prior unanimous consent of the Employer's Board of Directors; provided, however, that no provision herein shall preclude the Employee from entering into other gainful activities not requiring his attention as an occupation. More specifically, this provision shall not be construed to prevent the Employee from personally and for his own account trading in stocks, bonds, securities, real estate, commodities or other forms of investment for his own benefit or participating in other business activities not requiring his active occupational skills ...

3. Said Employee hereby pledges his active and industrious activity in Employer's interest and his careful avoidance of any personal acts, habits and

usages, which might injure in any way, directly or indirectly, the professional or personal reputation of Employer or any Employee employed by it, including himself.

4. Employee expressly covenants and agrees that the compensation and benefits received by him under this Agreement shall satisfy and discharge in full all his claims upon Employer's compensation in respect of his managerial services.

...

6. Subject to due performance of the responsibilities set forth herein, Employee shall enjoy all the benefits provided by Employer for its managerial employees, existing or modified from time to time, including but not limited to automobile allowance, health benefits as agreed between the parties.

...

8. In the event that said Employee is unable as a result of health to fulfill on a full-time basis his employment obligations to Employer, Employer may adjust Employee's compensation appropriately for the time his health permits him to attend to the affairs of Employer.

...

11. The term of the employment shall be for one (1) calendar year and continuing thereafter from year to year unless it is terminated by the death, permanent disability or retirement of Employee or written notice given by either party. Said written notice of termination by either party without stated cause may be granted on thirty (30) days notice, or with the stated cause for termination, may be granted at any time. If this contract is terminated by Employer with cause, no further compensation will be due Employee.

...

12. The consideration for this Noncompete Agreement is the agreement of Employer to furnish Employee with an automobile for his business use. In the event of termination of this agreement by either party, Employee expressly agrees that during the period of five (5) years from such occurrence, he will not associate himself with or engage in, directly or indirectly, any business which is competitive with that of Employer or any other business owned by Alan Blevins and located in Maury County, Tennessee, including specifically any funeral, cemetery, or monument business, nor will he solicit or in any other manner work for, or in, a competitive business in Maury County, Tennessee. In the event of the violation of any of the terms hereof by Employee, the valuation of the injury from which would

be difficult of ascertainment, Employee will pay to Employer the sum of \$5,000.00 per month for each month that he breaches the provisions of this paragraph, not as a penalty but as liquidated damages therefor. However, it is understood and agreed that the rights as outlined below shall not be reduced or avoided by the terms of this provision for liquidated damages. It is mutually agreed that any breach or evasion of any of the terms of this paragraph will result in immediate irreparable injury to Employer and will authorize recourse to injunction as well as to all other legal or equitable remedies to which Employer may be entitled hereunder in addition to such remedies set forth hereinabove. It is further agreed that this non-compete agreement is not an executory contract and is not dischargeable under the bankruptcy laws.

10. On February 2, 2007, Paragraph 12 of Exhibit "A" recited immediately above was amended by the Amendment to Employment Agreement, also Exhibit "A" and provides in pertinent part:

1. Employee agrees to extend the non-compete agreement executed in said Employment Agreement. Employee agrees that he will not associate himself with or engage in, directly or indirectly for ten (10) years from even date or for five (5) years in the event that the Employment Agreement is terminated, whichever time period is longer, with any business which is competitive with that of Employer or any other business owned by Alan Blevins and located in Maury County, Tennessee, including specifically any funeral, cemetery or monument business, nor will he solicit or in any other manner work for, or in, a competitive business in Maury County, Tennessee.

The consideration for the Amendment included an agreement to endorse and co-sign a note on behalf of Mr. Points for the exclusive benefit of Mr. Points in excess of approximately Sixty Thousand Dollars (\$60,000.00).

11. On or about July 1, 2011, Mr. Points quit his employment with Williams, without notice and in contravention of the Agreement. As a part of such Agreement, Mr. Points agreed to be bound by the terms of Exhibit "A", including the provisions concerning non-competition. The Agreement is fully supported by adequate consideration and is limited and reasonable in all respects concerning territory and duration. Mr. Points has breached the terms and conditions of Exhibit "A" by abandoning his employment and failing to give notice, not devoting his full time and attention to

Williams, and by violating the noncompetition provisions of Exhibit "A" by directly and indirectly soliciting as well as explicitly and implicitly soliciting families of sick, dying and recently deceased family members as well as the public at large in Maury County for the singular purpose of economic gain for himself and Heritage, Baker Homes and Mr. Baker to the detriment of Williams and by accepting employment and/or an employment arrangement with Heritage, a competing funeral home and cremation business in Columbia, Maury County, Tennessee.

12. On or about May 13, 2011, Mr. Points entered into an employment agreement (Exhibit "B") with "Keith Baker, Keith Baker Homes, Incorporated, and his various businesses" which states that Mr. Points will work exclusively for Keith Baker. Among other businesses, Keith Baker co-owns Heritage, a funeral business in Maury County that competes with Williams.

13. Exhibit "B" provides in pertinent part:

1. Beginning the 13th day of May, 2011, the party of the second part, Carl R. Points, agrees to enter into an agreement whereby he will be employed by the party of the first part, Keith Baker, and his various businesses and associate himself with and engage in and directly with the party of the first part. The first year's salary shall be \$150,000 less taxes, etc (\$44,260.60), totaling \$105,739.40 to Carl R. Points. After the first year, the party of the second part, Carl R. Points, shall receive \$7,000 per month, plus an automobile, plus 40% profit of all sales made by said party. Carl R. Points' employment shall begin on May 27th, 2011.

2. The Employee shall devote his entire time, attention, and energies to the business of the Employer and shall not, during the term of this Agreement, be engaged in any other business activity whether or not such business activity is pursued for gain, profit, or other pecuniary advantage without the prior written consent of the Employer first being obtained, and this shall be construed as preventing the Employee from investing when such investment would interfere with the Employee's full employment by the party of the first part. Carl R. Points shall direct his efforts solely to the furtherance of the party of the first part's business to no other.

4. The Employee agrees at all times during this term of employment, thereafter and for a period of three years after the termination of the employment, thereunder he will not, within Maury County, Tennessee act or engage in any business

competing with the Employer, specifically the funeral home business or the cremation business.

14. Mr. Points currently is employed by Mr. Baker at Heritage pursuant to the abovementioned employment agreement, Exhibit "B."

COUNT I:
BREACH OF CONTRACT

15. Williams restates and incorporates by reference Paragraphs 1 through 14 stated above.

16. On or about July 1, 2011, Mr. Points quit his employment with Williams, without notice and in contravention of the Agreement, Exhibit "A," including the provisions concerning non-competition.

17. As a direct and proximate result, Mr. Points breached the Agreement, Exhibit "A" including the covenant not to compete. Williams has and continues to suffer irreparable as well as economic damages for which it is entitled to recover from Mr. Points, including immediate injunctive relief.

COUNT II:
BREACH OF FIDUCIARY DUTY BY MR. POINTS

18. Williams restates and incorporates by reference Paragraphs 1 through 17 stated above.

19. While an employee of Williams, Mr. Points was a member of Williams' management team, acted as President of Funeral Operations, had access to pre-need files, proprietary information and materials, client and customer rosters, trade secrets, proprietary information, employee policies and procedures, and the full array of information related to

Williams" business operations. As such, by virtue of the Agreement, Exhibit "A," Mr. Points had a fiduciary duty and the obligation of good faith of Williams.

20. As described herein, Mr. Points has breached his fiduciary duties to Williams for which it has sustained significant damages and for which it is entitled to recover from Mr. Points.

COUNT III:
INDUCEMENT OF BREACH OF EMPLOYMENT
CONTRACT BY MR. BAKER, BAKER HOMES, & HERITAGE

21. Williams restates and incorporates by reference Paragraphs 1 through 20 stated above.

22. The Agreement, Exhibit "A," including the amendment and covenants not to compete entered into by Williams and its employee, Mr. Points, is valid and binding.

23. On May 13, 2011, Baker Homes and Mr. Baker entered into an employment agreement with Mr. Points under which Mr. Points agreed to devote his entire time, attention, and energies to the businesses of Keith Baker as per Exhibit "B".

24. Upon information and belief, Baker Homes and Mr. Baker were aware of and on notice of the employment agreement and non-competition agreement between Mr. Points and Williams.

25. Upon information and belief, Mr. Baker hired Mr. Points to work as a funeral director at Heritage, not as an employee of Baker Homes.

26. In procuring Mr. Points to breach his employment agreement, Exhibit "A," including the non-competition agreements, Mr. Baker, Baker Homes, and Heritage intentionally acted in such a manner as to harm the business of Williams.

27. In procuring Points to breach his employment agreement, Exhibits "A," including the non-competition agreements, Mr. Baker, Baker Homes, and Heritage acted maliciously and intended to harm the business of Williams.

28. As a result of Mr. Baker, Baker Homes, and Heritage's intentional and malicious procurement, Mr. Points breached his employment agreement and non-competition agreements with Williams.

29. Mr. Baker, Baker Homes, and Heritage's actions are a direct and proximate cause of Mr. Points' breach of his employment and non-competition agreements with Williams.

30. As a direct and proximate result of the actions of Mr. Baker, Baker Homes, and Heritage, Williams has sustained significant damages.

COUNT IV:
CIVIL CONSPIRACY BETWEEN MR. POINTS AND MR. BAKER,
BAKER HOMES, AND HERITAGE

31. Williams restates and incorporates by reference Paragraphs 1 through 30 stated above.

32. Williams asserts that Mr. Baker, Baker Homes, and Heritage procured Mr. Points to breach his contract with Williams.

33. Mr. Points, Mr. Baker, Baker Homes, and Heritage acted in concert, each being aware of the other's intent, to accomplish the unlawful purpose of enticing Mr. Points to leave Williams' employment.

34. Williams has suffered substantial damage as a direct and proximate result of this concerted action.

DAMAGES

35. Williams restates and incorporates by reference Paragraphs 1 through 34 stated above.

36. As a direct and proximate result of Mr. Points' breach of the Agreement, Exhibit "A", with respect to the termination of his employment, breach of fiduciary duty and good faith, and non-competition agreements, Williams has sustained damages for which it is entitled to recover against Mr. Points including, but not limited to, the liquidated damages provided in the non-compete agreement.

37. Pursuant to Tenn. Code Ann. § 47-50-109, Williams is entitled to treble damages from Mr. Baker, Baker Homes, and Heritage for their intentional interference with Williams' contract with Mr. Points.

38. Upon a finding of civil conspiracy, each conspirator is liable for the damages resulting to Williams from the wrongful acts of all co-conspirators in carrying out the common scheme.

TEMPORARY AND PERMANENT INJUNCTION AS TO POINTS AND HERITAGE

39. Williams restates and incorporates by reference Paragraphs 1 through 38 above.

40. Williams has and continues to suffer irreparable harm to its reputation by the acts and conduct of Mr. Points. The Agreement between Mr. Points and Williams, Exhibit "A", expressly authorizes the issuance of injunctive relief for a violation of the covenant not to compete and failure to grant such an injunction against the continued acts described herein, including any publicity, advertising, solicitation, and like kind activities will continue to result in irreparable harm to Williams such that there is no appropriate remedy at law. Equity mandates that a temporary and

permanent injunction be issued against Mr. Points in accordance with the noncompetition agreement he signed.

41. The potential harm to Mr. Points is greatly outweighed by the harm that will be caused to Williams should this Honorable Court fail to order a temporary and permanent injunction in that Points is aware or should be aware of the remedy of injunctive relief in the failure to abide by the terms and conditions of Mr. Points' Agreement, Exhibit "A".

42. There is a substantial likelihood that Williams will prevail on the merits.

43. The issuance of a temporary injunction is appropriate.

44. Williams requests that the relief sought be granted without the necessity of bond or that such bond be nominal.

WHEREFORE, Williams prays:

1. That proper process issue and be served upon Mr. Points, Heritage, Baker Homes, and Mr. Baker and that each be required to appear and answer the complaint within the time required by law.

2. That a temporary injunction issue prohibiting Mr. Points from continuing the conduct described herein.

3. That upon a final hearing a permanent injunction issue prohibiting Mr. Points from continuing the conduct described herein.

4. That bond be waived or that in lieu thereof a nominal bond be set.

5. That as to Mr. Points, Williams be awarded its damages, liquidated, compensatory, and punitive.

6. That as to Heritage, Baker Homes, and Mr. Baker, Williams be awarded its damages, compensatory and treble pursuant to Tennessee Code Annotated, Section 47-50-109.

7. That all costs, including discretionary costs, be adjudged against the Defendants.

8. That Williams be awarded such other and further relief to which it may be entitled.

THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY PROCESS HEREIN.

Respectfully submitted,

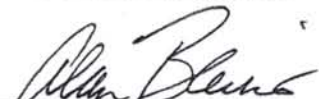
WILLIAMS FUNERAL HOME, INC.

By: 
Alan Blevins, President

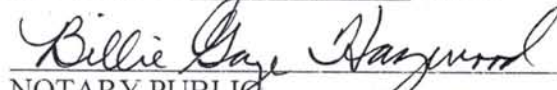
STATE OF TENNESSEE
COUNTY OF MAURY

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared ALAN BLEVINS, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of Williams Funeral Home, Inc., a corporation, the within named Plaintiff, and as such President, being authorized so to do, makes oath that the facts stated in the foregoing Verified Complaint for Injunctive Relief and Damages are true to the best of his knowledge, information and belief.

Williams Funeral Home, Inc.

By: 
Alan Blevins, President

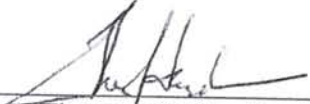
Sworn to and subscribed before me, this the 5th day of June, 2013.


NOTARY PUBLIC

My Commission Expires: 11/19/2013



HARDIN, PARKES, KELLEY, CARTER & BRYANT, PLLC

By: 

Thomas W. Hardin, #2873

Patrick M. Carter, #20442

Attorneys for Plaintiff

102 West 7th Street

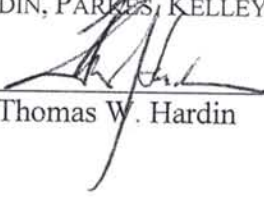
P. O. Box 929

Columbia, TN 38402-0929

SURETY

We are surety for the costs of this cause, not to exceed the sum of One Thousand Dollars (\$1,000.00).

HARDIN, PARKES, KELLEY, CARTER & BRYANT, PLLC

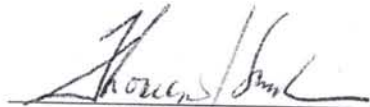
By: 

Thomas W. Hardin

CERTIFICATE

The undersigned hereby certifies that a true and exact copy of the foregoing document has been served upon the following counsel for parties in interest herein by delivering same to the office of said counsel by United States Mail, with sufficient postage thereon to carry the same to its destination:

Mr. W. Gary Blackburn
Attorney at Law
213 5th Avenue North, Suite 300
Nashville, TN 37219



THOMAS W. HARDIN

Date: June 10, 2013

**EMPLOYMENT AGREEMENT BETWEEN C. RICK POINTS AND WILLIAMS
FUNERAL HOME, INC. A TENNESSEE CORPORATION**

This Agreement made and entered into this, the ____ day of February, 2006, by and between Williams Funeral Home, Inc., a corporation organized under the laws of the state of Tennessee, hereinafter referred to as "Employer," and C. Rick Points, hereinafter referred to as "Employee."

WITNESSETH:

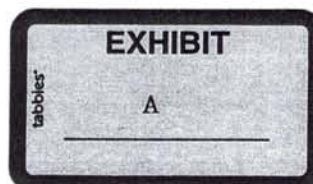
WHEREAS, the Employer, having been organized for the purpose of providing funeral services, cemetery services, and monument services, desires to employ said Employee to assist in his managerial capacity in the fulfillment of the aforesaid purposes; and

WHEREAS, said Employee, understanding and accepting the conditions of employment set forth herein, desires to be employed by Employer to assist in his managerial capacity as aforesaid.

NOW, THEREFORE, for and in consideration of the premises, of the mutual covenants herein contained, and of other good and valuable considerations, and a special bonus of an automobile for the execution of this agreement, the receipt and sufficiency of all of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Employer has employed Employee for several years on the understanding that said Employee will devote his utmost knowledge and best skill to providing funeral, cemetery, and monument services under the general rules from time to time promulgated by Employer through its Board of Directors.

2. Said Employee agrees to devote to the employment all his time and endeavor and pledges himself not to engage in any other gainful occupation without the prior unanimous consent of the Employer's Board of Directors; provided, however, that no provision



herein shall preclude the Employee from entering into other gainful activities not requiring his attention as an occupation. More specifically, this provision shall not be construed to prevent the Employee from personally and for his own account trading in stocks, bonds, securities, real estate, commodities or other forms of investment for his own benefit or participating in other business activities not requiring his active occupational skills.

3. Said Employee hereby pledges his active and industrious activity in Employer's interest, and his careful avoidance of any personal acts, habits and usages, which might injure in any way, directly or indirectly, the professional or personal reputation of Employer or any Employee employed by it, including himself.

4. Employee expressly covenants and agrees that the compensation and benefits received by him under this Agreement shall satisfy and discharge in full all his claims upon Employer's compensation in respect of his managerial services. Employee acknowledges that his service in the employment in no wise confers upon him any ownership interest in or personal claim upon any charges by Employer for his services whether the same are collected during the employment or after the termination thereof, and he hereby disclaims and renounces any such interest or claim.

5. Employee's compensation shall be fixed by Employer and shall consist of a basic salary, with or without supplementation by way of bonuses or allowances.

Employer shall furnish Employee with an automobile for his business use. Employer shall furnish liability insurance for the automobile, and Employee agrees to be responsible for the uninsured repairs and maintenance of the automobile and supply gas and oil for the automobile at his sole expense. Employee agrees to indemnify, hold harmless and defend, with counsel of Employer's choosing, against any and all claims, losses, damages, costs,

penalties and expenses, including attorneys' fees, arising from the use and liability incurred as a result of ownership of the automobile, which is not covered by insurance.

6. Subject to due performance of the responsibilities set forth herein, Employee shall enjoy all the benefits provided by Employer for its managerial employees, existing or modified from time to time, including but not limited to automobile allowance, health benefits as agreed between the parties.

7. Employee shall be entitled to paid vacation days and paid sick leave days as well as paid days for attendance at instructional courses. The number of days to be permitted for such paid vacation and sick leave shall be established by Employer in consultation with Employee and may be modified from time to time in accordance with any existing general rules of said Employer.

8. In the event that said Employee is unable as a result of health to fulfill on a full-time basis his employment obligations to Employer, Employer may adjust Employee's compensation appropriately for the time his health permits him to attend to the affairs of Employer.

9. Employee agrees that the Charter of the Employer as well as its Bylaws are hereby incorporated in this Agreement, included and made a part hereof, as are the effective general rules and regulations existing at this time that have been promulgated by said Employer.

10. Employee agrees that any new rules or regulations promulgated by the Employer's Board of Directors shall apply to him and modify this agreement; however, he must first grant his consent and endorsement hereto so as to modify this agreement as to compensation.

11. The term of the employment shall be for one (1) calendar year and

continuing thereafter from year to year unless it is terminated by the death, permanent disability or retirement of Employee or written notice given by either party. Said written notice of termination by either party without stated cause may be granted on thirty (30) days notice, or with the stated cause for termination, may be granted at any time. If this contract is terminated by Employer with cause, no further compensation will be due Employee.

12. The consideration for this Noncompete Agreement is the agreement of Employer to furnish Employee with an automobile for his business use. In the event of termination of this agreement by either party, Employee expressly agrees that during the period of five (5) years from such occurrence, he will not associate himself with or engage in, directly or indirectly, any business which is competitive with that of Employer or any other business owned by Alan Blevins and located in Maury County, Tennessee, including specifically any funeral, cemetery, or monument business, nor will he solicit or in any other manner work for, or in, a competitive business in Maury County, Tennessee. In the event of the violation of any of the terms hereof by Employee, the valuation of the injury from which would be difficult of ascertainment, Employee will pay to Employer the sum of \$5,000.00 per month for each month that he breaches the provisions of this paragraph, not as a penalty but as liquidated damages therefor. However, it is understood and agreed that the rights as outlined below shall not be reduced or avoided by the terms of this provision for liquidated damages. It is mutually agreed that any breach or evasion of any of the terms of this paragraph will result in immediate irreparable injury to Employer and will authorize recourse to injunction as well as to all other legal or equitable remedies to which Employer may be entitled hereunder in addition to such remedies set forth hereinabove. It is further agreed that this non-compete agreement is not an executory contract and is not dischargeable under the bankruptcy laws.

13. Any provision of this agreement requiring unanimous vote of the Board of Directors shall not be deemed to require the vote of Employee, if he is a member of such Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first set out above.

EMPLOYER:

Williams Funeral Home, Inc.

By: Alan Blevins

Alan Blevins, President

EMPLOYEE:

C. Rick Points
C. Rick Points

STATE OF TENNESSEE

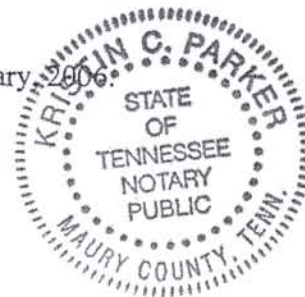
COUNTY OF MAURY

Personally appeared before me, the undersigned, C. Rick Points, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16th day of February, 2006.

My Commission Expires:
8-17-2009

Kristin C. Parker
Notary Public



STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Alan Blevins, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Williams Funeral Home, Inc. and is authorized by the makers to execute this instrument on behalf of the makers.

WITNESS my hand, at office this 17 day of February, 2006.

My Commission Expires:

5-29-07



G:\Clients\Blevins, Alan\CORPORATIONS & LLC's\employment.agreement.points.doc

**AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN RICK POINTS AND
WILLIAMS FUNERAL HOME, INC. A TENNESSEE CORPORATION**

This Agreement is made and entered on this the 27th day of February, 2007, by and between Williams Funeral Home, Inc., a Tennessee Corporation, hereinafter referred to as Employer, and Rick Points, hereinafter referred to as Employee.

WITNESSETH:

WHEREAS, on the ____ day of February, 2006, said Employee executed an Employment Agreement with said Employer; and

WHEREAS, Alan Blevins, President of the Employer, has agreed to endorse a Note for the benefit of said Employee for and in consideration of Employee's execution of this Amendment; and

WHEREAS, Employee and Employer now desire to modify said Employment Agreement mentioned above and amend the same.

NOW THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee and Employer agree as follows:

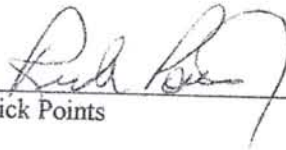
1. Employee agrees to extend the non-compete agreement executed in said Employment Agreement. Employee agrees that he will not associate himself with or engage in, directly or indirectly for ten (10) years from even date or for five (5) years in the event that the Employment Agreement is terminated, whichever time period is longer, with any business which is competitive with that of Employer or any other business owned by Alan Blevins and located in Maury County, Tennessee, including specifically any funeral, cemetery, or monument business, nor will he solicit or in any other manner work for, or in, a competitive business in Maury County, Tennessee.

2. Employee shall continue to comply with all other terms and conditions of said Employment Agreement as hereby modified and amended.

Nothing herein contained shall adversely affect or invalidate the above mentioned Employment Agreement now held by Employer, nor impair or release any covenant, condition of agreement in said Employment Agreement, which except as modified, amended and extended by this agreement, shall remain in full force and effect.

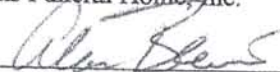
This agreement shall be binding upon the respective heirs, successors and assigns of the parties to this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and date first written above.


Rick Points

EMPLOYEE

Williams Funeral Home, Inc.

By: 
Alan Blevins, President

EMPLOYER

STATE OF TENNESSEE

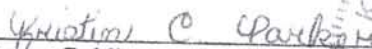
COUNTY OF MAURY

Personally appeared before me, the undersigned, Rick Points, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 1st day of February, 2007.

My commission expires:

8-17-2009


Notary Public



STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me, the undersigned, Alan Blevins, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Williams Funeral Home, Inc. and is authorized by the makers to execute this instrument on behalf of the makers.

WITNESS my hand, at office, this 1st day of February, 2007.

My commission expires:

8-17-2009

Quentin C. Parker
Notary Public



G:\Clients\Blevins, Alan\CORPORATIONS & LLC's\Amendment - Rick Points.doc

COPY

This instrument prepared by William C. Barnes, Jr., Attorney at Law, 804A South Main Street, Post Office Box 552, Columbia, Tennessee 38402.

CONTRACT

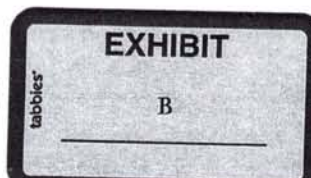
This Agreement is made and entered into on the 13th day of May, 2011, by and between Keith Baker, Keith Baker Homes, Incorporated, and his various businesses, hereafter referred to as "the party of the first part" and Carl R. Points, hereafter referred to as "the party of the second part.

WITNESSETH

WHEREAS, on the 13th day of May, 2011 said party of the first part hereby agrees to enter into this Agreement with the party of the second part and;

The parties agree as follows:

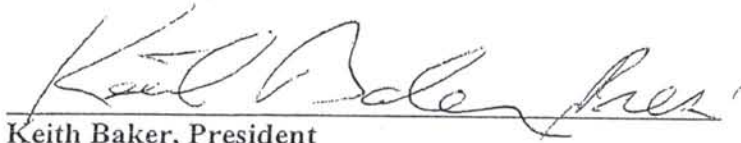
1. Beginning the 13th day of May, 2011, the party of the second part, Carl R. Points, agrees to enter into an agreement whereby he will be employed by the party of the first part, Keith Baker, and his various businesses and associate himself with and engage in and directly with the party of the first part. The first year's salary shall be \$150,000.00 less taxes, etc (\$44,260.60), totaling \$105,739.40 to Carl R. Points. After the first year, the party of the second part, Carl R. Points, shall receive \$7,000.00 per month, plus an automobile, plus 40% profit of all sales made by said party. Carl R. Point's employment shall begin on May 27th, 2011.
2. The Employee shall devote his entire time, attention, and energies to the business of the Employer and shall not, during the term of this Agreement, be engaged in any other business activity whether or not such business activity is pursued for gain, profit or other pecuniary advantage without the prior written consent of the Employer first being obtained, and this shall be construed as preventing the Employee from investing when such investment would interfere with the Employee's full employment by the party of the first part. Carl R. Points shall direct his efforts solely to the furtherance of the party of the first part's business and to no other.
3. Carl R. Points further recognizes and acknowledges that he will have access to certain confidential information of the Employer and/or entities affiliated with the Employer, as his information constitutes valuable specific property of the Employer and as such, is not to be released to any other entities. The Employee will not, during or after the term of this Agreement, or after termination, disclose any of such confidential information to any person for any purpose whatsoever, except to authorize representatives of the party of the first part and within his



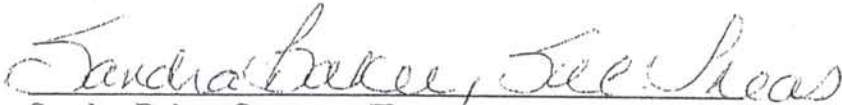
affiliation with his Employer, and with the permission of the Employer. In the event of a breach of this Agreement, the Employer shall be entitled to an injunction restraining the Employee from disclosing in whole or in part such confidential information, notwithstanding shall be construed as prohibiting the Employer from pursuing any other remedy available to him for such breach of contract.

4. The Employee agrees at all times during this term of employment, thereafter and for a period of three years after the termination of the employment, thereunder he will not, within Maury County, Tennessee act or engage in any business competing with the Employer, specifically the funeral home business or the cremation business.
5. The Employee agrees that for such period, after the termination of this Agreement, he will not directly or indirectly induce any customers of his Employer to patronize any similar business other than that of the Employer. He shall not solicit or accept any similar business from any customer of the Employer, either directly or indirectly, request or advise any customers of the Employer to withdraw, curtail or cancel such customer's business with the Employer or directly or indirectly, disclose to any other person or corporation, the names or addresses of any customers or persons of importance to Employer. The Employee agrees that at all times during the term of this employment hereto, and for the period of three years after the termination of such employment thereafter, however brought about, he will not engage in the business of operating a funeral home or crematorium, or manage or in any way be employed by such business.
6. Any and all notices provided for herein shall be given in writing, by registered or certified mail, return receipt requested, to the Employer at the address of 607 Sunnyside Lane, Columbia, Tennessee 38401.
7. No modification of this Agreement shall be valid unless said modification is in writing and signed by all parties concerned.
8. No waiver of any provisions herein shall be valid unless in writing, signed by all parties concerned.
9. This Agreement shall be subject to any government laws in the state of Tennessee.
10. The invalidity of one paragraph of this Agreement shall not invalidate the entire remainder of the contract. The contract will be valid and enforceable as it pertains.
11. This Agreement shall be binding upon and/or to the benefit of the person signing hereto but shall not be assigned to any other person.

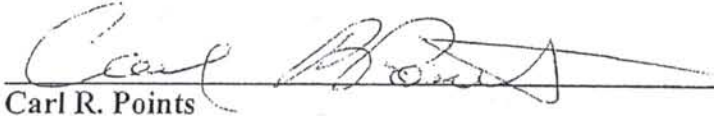
12. In the event that the Employee breaches said contract, he will be responsible to the Employer for attorney's fees and all costs of enforcing this contract and all damages caused by his breach of this Agreement.



Keith Baker, President
Keith Baker Homes, Incorporated



Sandra Baker, Secretary/Treasurer
Keith Baker Homes, Incorporated

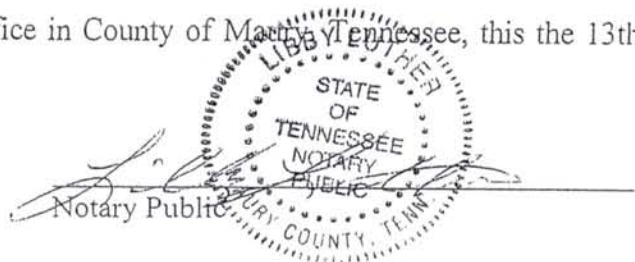


Carl R. Points

STATE OF TENNESSEE
COUNTY OF MAURY

On this 13th day of May, 2011, personally appeared Sandra Baker, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that she executed the same as and for her free act and deed.

Witness my hand and official seal at office in County of Maury, Tennessee, this the 13th day May 2011.


Notary Public

My Commission Expires: 06-24-2014

STATE OF TENNESSEE
COUNTY OF MAURY

On this 13th day of May, 2011, personally appeared Keith Baker, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Witness my hand and official seal at office in County of Maury, Tennessee, this the 13th day May 2011.

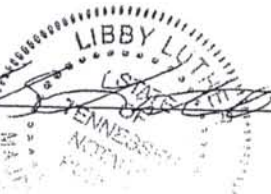

Notary Public

My Commission Expires: 06-24-2014

STATE OF TENNESSEE
COUNTY OF MAURY

On this 13th day of May, 2011, personally appeared Rick Points, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Witness my hand and official seal at office in County of Maury, Tennessee, this the 13th day May 2011.


Notary Public

My Commission Expires: 06-24-2014

ORIGINAL

This instrument prepared by William C. Barnes, Jr., Attorney at Law, 804A South Main Street, Post Office Box 552, Columbia, Tennessee 38402.

ADDENDUM TO CONTRACT

This Agreement is made and entered into on the 13th day of May, 2011, by and between Keith Baker, Keith Baker Homes, Incorporated, and his various businesses, hereafter referred to as "the party of the first part" and Carl R. Points, hereafter referred to as "the party of the second part."

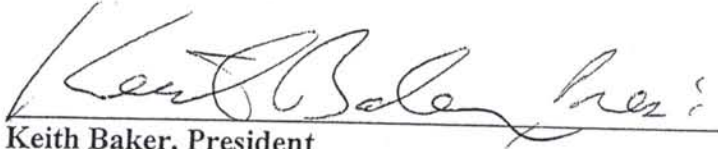
WITNESSETH

WHEREAS, on the 13th day of May, 2011 said party of the first part hereby agrees to enter into this Agreement with the party of the second part and;

The parties agree as follows:

1. The party of the second part, Carl R. Points, will have an option to purchase at the end of his third full year of employment, up to 30% of Heritage Funeral Home and Cremation Services, LLC excluding the real property and equipment. The price to exercise said option shall be fair market value or a price agreed upon by the parties. If the undersigned decides to exercise said option, he cannot sell said property without first allowing Heritage Funeral Home and Cremation Services, LLC to purchase the property in question back for the exact same sum paid for the same. If the party of the second part, Carl R. Points, becomes unable or unwilling to work, Heritage Funeral Home and Cremation Services, LLC, shall have first option to purchase back his interest for the amount of the original purchase.
2. Any and all notices provided for herein shall be given in writing, by registered or certified mail, return receipt requested, to the Employer at the address of 607 Sunnyside Lane, Columbia, Tennessee 38401.
3. No modification of this Agreement shall be valid unless said modification is in writing and signed by all parties concerned.
4. No waiver of any provisions herein shall be valid unless in writing, signed by all parties concerned.
5. This Agreement shall be subject to any government laws in the state of Tennessee.
6. The invalidity of one paragraph of this Agreement shall not invalidate the entire remainder of the contract. The contract will be valid and enforceable as it pertains.
7. This Agreement shall be binding upon and/or to the benefit of the person signing hereto but shall not be assigned to any other person.

8. In the event that the Employee breaches said contract, he will be responsible to the Employer for attorney's fees and all costs of enforcing this contract and all damages caused by his breach of this Agreement.

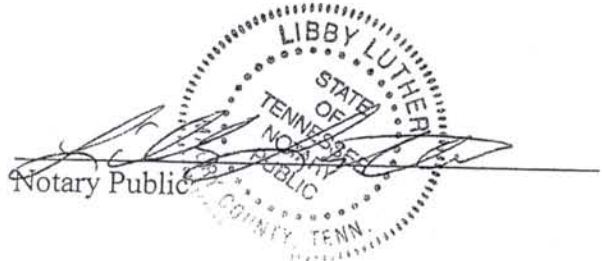

Keith Baker, President
Keith Baker Homes, Incorporated


Carl R. Points

**STATE OF TENNESSEE
COUNTY OF MAURY**

On this 13th day of May, 2011, personally appeared Keith Baker, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Witness my hand and official seal at office in County of Maury, Tennessee, this the 13th day May 2011.

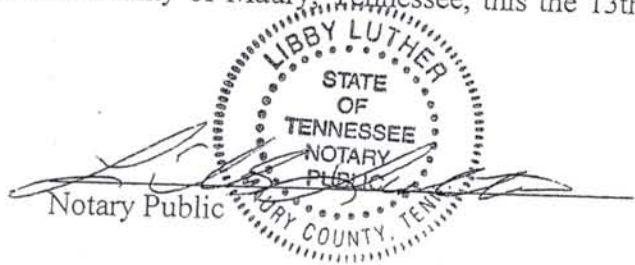

Notary Public

My Commission Expires: 06-24-2014

STATE OF TENNESSEE
COUNTY OF MAURY

On this 13th day of May, 2011, personally appeared Rick Points, to me known to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same as and for his free act and deed.

Witness my hand and official seal at office in County of Maury, Tennessee, this the 13th day May 2011.



My Commission Expires: 06-24-2014

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

WILLIAMS FUNERAL HOME, INC., and)
ALAN BLEVINS, individually,)

Plaintiffs,)

v.)

CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, LLC,)
KEITH BAKER HOMES INCORPORATED,)
and KEITH BAKER, individually.)

Defendant.)

CASE NO: 14542
JURY DEMAND

2013 JUL 10 PM 2:04

KATHY KELLEY, CLERK
MAURY COUNTY, TN

ANSWER TO AMENDED AND RESTATED COMPLAINT

The Defendants, for their answer to the "Amended and Restated Complaint" file this cause and state as follows:

FIRST DEFENSE

1. The allegations of Paragraph 1 are admitted, except that the Defendants are without knowledge as to whether Williams offers services "throughout the State of Tennessee."
2. The allegations of Paragraph 2 of the Complaint are admitted, except that it is denied that the Defendant Points "surreptitiously quit" his employment.
3. The allegations of Paragraph 3 are admitted.
4. The allegations of Paragraph 4 are admitted.
5. The allegations of Paragraph 5 are admitted.
6. The allegations of Paragraph 6 are admitted.

7. With regard to Paragraph 7 of the Complaint, the Defendant Points admits the allegations of the first sentence therein, and further admits that Mr. Points had access to various records. It is expressly denied that the Plaintiff had proprietary information or trade secret information as those terms are defined in the law of Tennessee.
8. With regard to Paragraph 8 of the Complaint, the first sentence therein is admitted. The second sentence is denied. The third sentence is admitted, except that it is denied that it was supported by adequate consideration.
9. The allegations contained in Paragraph 9 of the Complaint merely purport to recite language from the contract attached as an exhibit. The attached Exhibit A speaks for itself. The allegations are admitted except to the extent that any specific allegation may lack accuracy or context.
10. The allegations of Paragraph 10 are admitted to the extent the same merely quotes from an attachment. It is expressly denied that Mr. Points agreed to “endorse and cosign a note” ... “for the exclusive benefit of Mr. Points in excess of approximately \$60,000.”
11. With regard to Paragraph 11 of the Complaint, it is admitted that Mr. Points resigned from his employment with Williams, as he was entitled to do. It is expressly denied that the purported contract is enforceable against any defendant as a matter of law and that Mr. Points on behalf of himself or any other defendant has violated the agreement.
12. The allegations of Paragraph 12 are admitted.
13. With regard to Paragraph 13 of the Complaint, the Defendant admits that it contains portions of “Exhibit B” to the Complaint, which document speaks for itself.
14. With regard to Paragraph 14, it is admitted that Mr. Points does work for Heritage outside of Maury County.
15. All factual allegations of the Complaint, not expressly admitted or replied to herein, are denied.

16. Paragraph 15 of the Complaint requires no response.
17. The Allegations of Paragraph 16 and Paragraph 17 are denied.
18. Paragraph 18 requires no response.
19. With regard to Paragraph 19 of the Complaint, the Defendants admit that Mr. Points was a member and employee with the honorific title of “President of Funeral Operations” but denies that either he or anyone other than Alan Blevins had any role as an officer or fiduciary. It is admitted that Mr. Points had access to pre-need files, employee policies and procedures and other information. It is denied that any of these categories of information were proprietary or constituted trade secrets under the law. It is denied that the Defendant owed any fiduciary duty to Williams.
20. The allegations of Paragraph 20 of the Complaint are denied.
21. Paragraph 21 of the Complaint requires no response.
22. The allegations of Paragraph 22 of the Complaint are denied.
23. With regard to Paragraph 23 of the Complaint, the agreement executed by Mr. Points and Keith Baker Homes, Inc. speaks for itself. It is limited by its terms.
24. With regard to Paragraph 24, it is admitted that the parties were aware of the employment agreement and non-competition agreement, which are wholly contrary to law and unenforceable in Tennessee.
25. With regard to Paragraph 25, it is admitted that Mr. Baker may assign Mr. Points work in certain funeral activities, all of which are outside of Murray County, Tennessee.
26. The allegations of Paragraph 26 of the Complaint are denied.
27. The allegations of Paragraph 27, 28, 29 and 30 of the Complaint are denied.
28. The allegations of Paragraph 31 of the Complaint require no response.

29. The allegations of Paragraph 32 are described as an assertion and not a statement of fact, and therefore require no response.
30. The allegations of Paragraph 33 and 34 of the Complaint are denied.
31. With regard to Paragraphs 35, 36, 37 and 38 of the Complaint, Defendants deny that the Plaintiffs are entitled to any relief, of any kind, through any party.
32. The allegations of Paragraph 39 require no response.
33. The allegations of Paragraph 40, 41, 42, 43, and 44 are denied to the extent any response is required.
34. All allegations of the Complaint not specifically admitted or otherwise responded to are denied.

SECOND DEFENSE
THE COMPLAINT FAILS TO STATE A CLAIM
UPON WHICH RELIEF MAY BE BASED

35. The Plaintiff has not shown and cannot show any justification under Tennessee law for a non-compete agreement of the length described in the purported Non-Competition Agreement upon which this case is premised.
36. The Plaintiffs have shown no conduct of the Defendant Points, nor can they, beyond ordinary competition.
37. The Plaintiffs have identified no specific trade secrets or proprietary information or any specific misuse of such, even if it existed, which it does not.
38. Enforcement of the agreement would be contrary to the public policies of the State of Tennessee.
39. Plaintiffs common law trade secret claims are pre-empted by the Trade Secrets Act, T.C.A. § § 47-25-1701 through 47-25-1709.

THIRD DEFENSE
THE PURPORTED CONTRACTS ARE VOID AND UNENFORCEABLE
AS A MATTER OF LAW WITHIN THE STATE OF TENNESSEE

40. The Complaint and the proposed injunction seek to impose prior restraints upon the exercise of rights freely to worship as guaranteed by the First Amendment to the Constitution of the United States, and by Article I, § 3 of the Constitution of the State of Tennessee.

FOURTH DEFENSE
THIS CLAIM AND THE RELIEF SOUGHT ARE BARRED
BY THE CLEAN HANDS DOCTRINE

41. The Plaintiffs have engaged of a pattern and practice of unfair, deceptive, fraudulent and illegal behavior in conducting the funeral home business in the state of Tennessee. Specifically, Williams Funeral Home, Inc., under the direction of Alan Blevins, has engaged in the following acts:

- a) Funds from pre-need funerals have been directly converted to the personal use and benefit of Alan Blevins, without being placed in a pre-need trust account in accordance with T.C.A. §§ 62-5-401-417 in violation of T.C.A § 62-5-317(b)(13);
- b) Persons who have purchased pre-need funerals, specifically including high-quality Batesville caskets, have been buried in caskets of lesser or shoddy quality, without refund or notice to the families of the decedents in violation of T.C.A § 39-14-115 (the crime of criminal simulation), T.C.A § 62-5-317(b)(1), and in direct violation of the Tennessee Consumer Protection Act T.C.A § 47-18-104(a), -104(b)(1), (2), (3), (5), (7) and (27);

- c) Williams Funeral Home and Blevins have back-dated written agreements and engaged in other fraudulent conduct including inflating the cost of merchandise in order to deprive the families of decedents of earnings in investments placed in trust in pre-need contracts;
- d) Williams Funeral Home and Blevins have improperly stored the remains of deceased persons scheduled for cremation. Bodies have been kept in unrefrigerated locations, resulting in putrefaction. The mishandling of the decedents' corpses was conducted in a manner offensive to the sensibilities of ordinary people and in a manner that placed public health, safety and welfare at risk of contamination from biological hazards. Mr. Blevins ordered these remains placed in a van and hidden from the view of inspectors of the State of Tennessee. This conduct is in direct violation of T.C.A § 39-17-312 for abuse of corpses, T.C.A § 62-5-507(b)(1) for keeping bodies unrefrigerated for 8 hours or longer, and T.C.A § 62-5-317(b)(10) for fraud or misrepresentation in renewing a license to operate a funeral establishment.

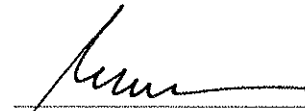
FIFTH DEFENSE

42. The Defendant Points was under no obligation to continue to acquiesce to, participate in or remain silent about illegal, immoral and unprofessional activities demanded by Alan Blevins. Blevins and Williams Funeral Home, Inc. are barred from seeking equitable relief from this court as a consequence of their own egregious, immoral, and illegal conduct.

WHEREFORE, the Defendants pray that this Complaint be dismissed with prejudice at the cost to Plaintiffs, and demand a jury of 12 persons to try all issues so triable.

Respectfully Submitted,

THE BLACKBURN FIRM, PLLC



W. Gary Blackburn (#3484)
213 Fifth Avenue North, Suite 300
Nashville, TN 37219
gblackburn@wgaryblackburn.com
Phone: (615) 254-7770
Attorney for Defendant Carl Rick Points

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of July, 2013, I served a true and exact copy of the foregoing **Answer to Amended and Restated Complaint** by United States Mail, postage prepaid, upon the following:

Thomas W. Hardin
102 West Seventh Street
Suite 100
P.O. Box 929
Columbia, TN 38402



W. Gary Blackburn

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

2013 JUL 10 PM 2:05

KATHY KELLEY, CIRCUIT CLERK
MAURY COUNTY, TN

WILLIAMS FUNERAL HOME, INC., and)
ALAN BLEVINS, individually)
Plaintiffs,)
v.)
CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, LLC,)
KEITH BAKER HOMES INCORPORATED,)
and KEITH BAKER, individually.)
Defendant.)

CASE NO: 14542
JURY DEMAND

MOTION TO DISMISS PETITION FOR CONTEMPT

Plaintiffs claim that a Temporary Injunction was entered by this Court on May 6, 2013 and that the Defendant Rick Points should be held in contempt for violating the order. The injunction was supported by no bond and therefore was not in effect on the dates and times at which the purported injunction was alleged to have been violated.

Enumerated paragraph 3 of the Temporary Injunction Order states:

“Based upon the record before the Court, the requirement for an injunction bond is waived.”

Respectfully, the Court had no authority to waive bond. Because bond is a condition precedent to the injunction, no Order was in effect then, and is not in effect now. Mr. Points therefore cannot be held in contempt.

Rule 65.05 of the Tennessee Rules of Civil Procedure requires a bond as a condition precedent to the issuance of an injunction, and states in relevant part:

Except in such actions as may be brought on pauper's oath, no restraining order or temporary injunction shall be granted except upon the giving of a bond by the

applicant, with surety in such sum as the court to whom the application is made deems proper, for the payment of such costs and damages as may be incurred or suffered by any person who is found to have been wrongfully restrained or enjoined.

Plaintiffs did not bring their action against Defendant Points upon a pauper's oath. The failure to require a bond renders the Temporary Injunction Order void as a matter of law.

The Middle Section of the Court of Appeals described the requirement as follows:

The plain language of the rule establishes that the purpose of requiring a bond *as a condition precedent* to the issuance of a restraining order or preliminary injunction is “to provide a mechanism for reimbursing an enjoined party for harm it suffers as a result of an improvidently issued injunction or restraining order. *Hoechst Diafoil Co. v. NanYa Plastics Corp.*, 174 F.3d 411, 421 (4th Cir. 1999). (Italics added)

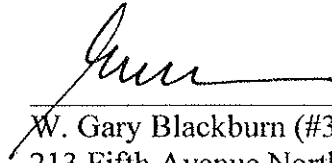
Defendant Points intended to complain that any injunction issued in the past and any which may be sought in the future was wrongfully sought and inappropriately issued, and will seek relief against the principals and their sureties pursuant to Rules 65.05 and 65A, T.R.C.P.

The rule is unambiguous. It permits “no restraining order or temporary injunction” in the absence of a bond. A party may quarrel that a surety is insufficient or the amount of the bond is inadequate under Rule 65.05(3). In such circumstances the injunction may be “voidable” but is presumptively valid and must be obeyed. No authority exists and none has been cited by Plaintiffs, however, suggesting that a trial court may simply waive a bond entirely in the absence of a pauper's oath.

The petition for contempt must therefore be denied because the order signed by the Court on May 6, 2013 has not been properly issued and cannot for that reason be violated.

Respectfully Submitted,

THE BLACKBURN FIRM, PLLC

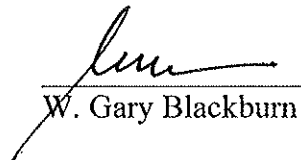


W. Gary Blackburn (#3484)
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Phone: (615) 254-7770
Attorney for Defendant Carl Rick Points

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of July, 2013, I served a true and exact copy of the foregoing **Answer to Amended and Restated Complaint** by United States Mail, postage prepaid, upon the following:

Thomas W. Hardin
102 West Seventh Street
Suite 100
P.O. Box 929
Columbia, TN 38402



W. Gary Blackburn

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

2013 JUL 10 PM 2:05

KATHY KELLEY, CIRCUIT CLERK
MAURY COUNTY, TN

WILLIAMS FUNERAL HOME, INC., and)
ALAN BLEVINS, individually)
Plaintiffs,)
v.)
CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, LLC,)
KEITH BAKER HOMES INCORPORATED,)
and **KEITH BAKER, individually.**)
Defendant.)

CASE NO: 14542
JURY DEMAND

MOTION FOR FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Defendants contend that the purported Temporary Injunction of May 6, 2013 has never been properly granted because of the lack of a bond as a condition precedent to its entry. Defendants have submitted further evidence to the Court and respectfully insist that no injunction should have been entered in the past or should be entered in the future.

Rule 65.04(6) requires findings of fact and conclusions of law in granting, denying or modifying a temporary injunction "which constitutes the grounds of its action as required by Rule 52.01."

The Defendants specifically request findings and conclusions with regard to the following:

1. The authority of a court to grant an injunction imposing a prior restraint upon conducting a funeral or giving a prayer consistent with the Free Exercise Clause of the First Amendment to the Constitution of the United States and Article I, § 3 of the Constitution of the State of Tennessee;

2. Whether Alan Blevins and Williams Funeral Home have come to this Court seeking equitable relief with “clean hands;”

3. Whether Alan Blevins and Williams Funeral Home have been guilty of uncontentious, inequitable or immoral conduct, in and about the same matters whereof they complain of the Defendants. See *Continental Bankers Life Ins. Co. of the South v. Simmons*, 561 S.W.2d 460 (1977);

4. Whether enforcement of a covenant not to compete on behalf of these Plaintiffs is contrary to the public interest and should be denied;

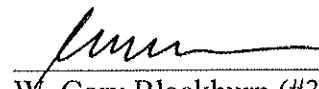
5. The precise factual basis for a covenant of the extraordinary length imposed by the agreement Plaintiffs seek to enforce;

6. Whether Plaintiffs have standing to enforce a covenant not to compete in light of the impending suspension and/or revocation of their licenses to engage in the funeral home business in the State of Tennessee;

7. Whether Plaintiffs have shown or can show immediate and irreparable harm; and

8. The factual and legal basis for any injunction bond which might be required in the unlikely event an injunction is issued in the case.

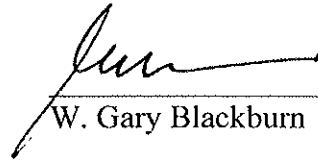
THE BLACKBURN FIRM, PLLC


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Nashville, TN 37219
gblackburn@wgaryblackburn.com
Phone: (615) 254-7770
Attorney for Defendant Carl Rick Points

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of July, 2013, I served a true and exact copy of the foregoing **Answer to Amended and Restated Complaint** by United States Mail, postage prepaid, upon the following:

Thomas W. Hardin
102 West Seventh Street
Suite 100
P.O. Box 929
Columbia, TN 38402



W. Gary Blackburn

IN THE CIRCUIT COURT FOR MAURY COUNTY, TENNESSEE
AT COLUMBIA

2013 JUL 10 PM 2:05

KATHY KELLEY, CIRCUIT CLERK
MAURY COUNTY, TN

WILLIAMS FUNERAL HOME, INC., and)
ALAN BLEVINS, individually)
Plaintiffs,)
v.)
CARL RICK POINTS, HERITAGE FUNERAL)
HOME AND CREMATION SERVICES, LLC,)
KEITH BAKER HOMES INCORPORATED,)
and KEITH BAKER, individually.)
Defendant.)

CASE NO: 14542
JURY DEMAND

MOTION TO DISSOLVE AND DENY INJUNCTION

Defendant Rick Points moves the Court to dissolve, rather than create a bond in support of, the injunction reflected in the order May 6, 2013.

Defendant would show the Court:

1. That ordinary competition cannot lawfully be enjoined in Tennessee. Plaintiffs have provided insufficient evidence to demonstrate that any harm to them might result from anything else.
2. The Plaintiffs have engaged in unlawful and immoral conduct. They come to this Court without clean hands and the imposition of the requested injunction is contrary to the public policy of this State as expressed in the statutory and regulatory laws governing funeral directors.
3. Because of perjured testimony, Mr. Points' funeral director's license has been voluntarily suspended by him until December 31, 2013. Plaintiff can therefore show no immediate or irreparable harm because Mr. Points cannot work as a funeral director at this time.

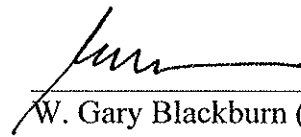
4. The Courts of Tennessee are without authority to impose prior restraints on religious observances. This is precisely the relief sought by Plaintiffs.

5. Plaintiffs have not offered proof sufficient to show that the potential harm an injunction might impose on Mr. Points does not significantly outweigh any theoretical harm threatened to Plaintiffs.

6. There is insufficient proof to show that the public will not be harmed by the imposition of an injunction.

Respectfully Submitted,

THE BLACKBURN FIRM, PLLC



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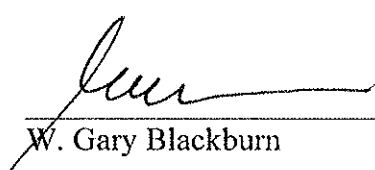
Phone: (615) 254-7770

Attorney for Defendant Carl Rick Points

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of July, 2013, I served a true and exact copy of the foregoing **Motion to Dismiss and Deny Injunction** by United States Mail, postage prepaid, upon the following:

Thomas W. Hardin
102 West Seventh Street
Suite 100
P.O. Box 929
Columbia, TN 38402



W. Gary Blackburn